



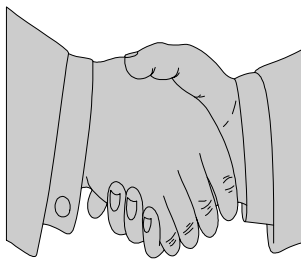
United States  
Environmental Protection  
Agency

National Health and Environmental EffectsEPA-GED  
Research Laboratory, Gulf Ecology DivisionXXX 2001  
Gulf Breeze, Florida

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# Collective Bargaining Agreement



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## **PREAMBLE**

In accordance with the provisions of Chapter 71 of Title 5 U.S. Code this Agreement is entered into between the U.S. Environmental Protection Agency, National Health and Environmental Effects Research Laboratory (NHEERL), Gulf Ecology Division (GED), Gulf Breeze, FL, hereinafter called the "Employer", and the National Association of Independent Labor, Local 9, hereinafter called the "Union."

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well being of employees and efficient administration of the Government are benefitted by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties.

NOW, THEREFORE, the Parties agree hereto, as follows:

## **ARTICLE 1**

### **PARTIES TO THE AGREEMENT**

**Section 1.** The employer shall recognize the Union as the exclusive bargaining representative for all employees included within the recognized bargaining unit; the Union is entitled to act for employees on matters affecting their conditions of employment in accordance with the Statute.

**Section 2.** This Agreement covers the recognized bargaining unit and is comprised of all professional and nonprofessional employees of the U.S. Environmental Protection Agency, Gulf Breeze, Florida.

**Section 3.** Excluded from the bargaining unit described in section 2 and from the coverage of this Agreement are: management officials; supervisors; U.S. Public Health Commission Corps Members; Temporary Employees on appointments of 90 days or less; and employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7).

## **ARTICLE 2**

### **PROVISIONS OF LAWS AND REGULATIONS**

In the administration of all matters covered by this Agreement, the Union, Agency officials, and employees are governed by laws, Executive Orders, and Government-wide regulations in existence at the time this Agreement was approved and by subsequently published Agency policies and regulations required by law or by regulations of appropriate authorities.

## ARTICLE 3

### RIGHTS AND OBLIGATIONS OF EMPLOYEES

**Section 1.** The Parties agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, encourages common courtesy, assures fair and equitable treatment of employees, and maintains high standards of employee performance.

**Section 2.** All employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union, or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978 and applicable laws and regulations. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint, and discrimination. Union membership shall not be encouraged or discouraged by any supervisor or Management official.

Except as otherwise provided, employees have the right: to act for the National Association of Independent Labor in the capacity of a representative and the right in that capacity to present the views of the National Association of Independent Labor to the head of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment through representatives chosen by bargaining unit employees.

**Section 3.** All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established Agency policy.

**Section 4.** Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**Section 5.** An employee has the right to Union representation if he/she requests such representation at any examination by a representative of the Agency in connection with an investigation if the employee reasonably believes the examination may result in disciplinary action against the employee.

**Section 6.** New employees will receive a copy of this Agreement as part of their orientation package.

**Section 7.** Employees are obligated to give information to authorized representatives of the Agency when called upon if the inquiry relates to official matters and the information is obtained in the course of employment or as a result of relationships incident to such employment. Failure to respond

to requests for information or to appear as a witness in an official proceeding may result in disciplinary penalty. Nothing herein shall be deemed to infringe upon an employee's right to invoke the protection of the Fifth Amendment to the Constitution with respect to self-incrimination. However, if criminal prosecution is waived in writing by the Employer, the employee must answer all questions fully and completely.

**Section 8.** Employees have the freedom to exercise any right of appeal granted by law, rule, regulation, or this Agreement without fear of reprisal.

**Section 9.** An employee may participate in the activities of national or state political parties as prescribed by law, may participate in the affairs of, or accept an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service, or civic organization.

**Section 10.** The Employer agrees to make its rules, regulations, and policies available to employees. The Employer will make a reasonable effort to bring specific instructions or policies relevant to an employee's particular job to his/her attention.

**Section 11.** Employees are encouraged to bring violations of law, policy and/or regulation to the Employer's attention.



## **ARTICLE 4**

### **UNION RIGHTS AND OBLIGATIONS**

**Section 1.** Consistent with the Statute and this Agreement, the Union is entitled to act for, or represent the interests of all employees of the Unit, either collectively or individually, described in Article 1 of this Agreement. The Union will accept all eligible employees as members without discrimination because of race, color, creed, national origin, sex, age, sexual orientation, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition.

**Section 2.** The Union recognizes the responsibility of representing the interests of all employees within the Unit it represents without discrimination and without regard to labor organization membership consistent with this Agreement and statute.

**Section 3.** Representatives of the Union will be given the opportunity to be present at any formal discussion between a representative of the Employer and one or more employees in the Unit concerning any grievance, or any personnel policy or practice, or other condition of employment. Management has an obligation to provide notification to the union of such meetings. Further, the Union will be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if:

- A. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- B. The employee requests representation.

**Section 4.** The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern or dissatisfaction with Management concerning conditions of employment. The Union has the exclusive right to represent employees under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance without representation by the Union, provided that the Union is a party to all discussions with the employee(s) and grievance processing involving the employee(s). In any case, the Union will have the right to be present at the adjustment. The adjustment must be consistent with the terms of this Agreement. For written grievances, in which the Union is the employee's representative, the Employer will provide the Union with copies of all written responses and decisions.

**Section 5.** Designated Union officials who are bargaining unit employees, as identified below, will be granted reasonable and sufficient official time (on an as needed basis) to conduct representative activities authorized by the Statute. Official time will not be used for internal Union business:

- A. The following representatives will be allowed use of official time for representation purposes and, as such, the Union will provide the employer a listing of these officers and stewards initially and when changes are made:
  - (i) President (1)
  - (ii) Vice-President (1)
  - (iii) Chief Steward (1)
  - (iv) Stewards (4)
- B. Only those Union representatives specifically named herein will be authorized official time under this Article.
- C. Official time shall only be authorized for representational purposes during the time the employee otherwise would be in a duty status.
- D. Official time will only be used for such purposes as authorized by the Statute and this Article.
- E. Official time is not authorized for the purpose of conducting internal Union business such as solicitation of memberships, collections of dues or other assessments, circulation of authorization cards or petitions, campaigning for labor organization office, distribution of literature, or other work related solely to the internal business of the Union.

**Section 6.** A Union Representative will send an email to their supervisor prior to and at the conclusion of Union representational functions.

**Section 7.** Union representatives who use official time pursuant to this Article will record the use of all representational time on a report to be submitted at the end of each pay period to their immediate supervisor. The report will specify the category of activity for which official time was used, e.g., grievances, meetings, negotiations, and/or contract administration. - (See *Figure 1*)

**Section 8.** Union officials will be authorized official time to attend meetings with EPA officials outside of GED if their presence is requested by the Agency. The Union official will submit such requests, in writing, to the Division Director. Requests for GED travel funds necessary to attend the meetings will be subject to the Divisions Director's approval. Official time, travel expenses and per diem will be paid only for attendance at the meeting and other appropriate matters.

**Figure 1**

**Report of Official Time Usage**

**Report For Pay Period Beginning \_\_\_\_\_**

**Name of Union Official/Steward: \_\_\_\_\_**

	Mon	Tues	Wed	Thur	Fri	Mon	Tues	Wed	Thurs	Fri	Total
Negotiations											
General LMR											
Dispute Resol.											

**Negotiations includes:**

- All formal negotiations under the Statute
- All preparation time for Negotiations

**Dispute Resolution includes:**

- Pre-dispute consultation with employees
- Fact-finding discussions
- Technical research (case law, regulations)
- Informal dispute resolution discussions
- Alternative Dispute Resolution (ADR)
- Formal dispute resolution(e.g., grievances/complaints)
- Arbitration Cases or hearings
- Preparation of Grievances/Complaints/Charges

**General Labor Management Relations includes:**

- Pre-decisional involvement activities
- Attendance at formal discussions
- Discussions over non-bargainable issues
- Attendance at employee orientations
- Participation in joint LMR training
- Attendance at union training in representational functions (e.g., steward training)

## **ARTICLE 5**

### **EMPLOYER RIGHTS**

**Section 1.** Subject to Section 2 of this Article, the Employer retains the right...

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Activity; and
- B. In accordance with applicable laws:
  - (1) To hire, assign, direct, lay off, and retain employees in the Agency or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which activity operations shall be conducted;
  - (3) With respect to filling positions, to make selections for appointments from:
    - a. Among properly ranked and certified candidates for promotion; or
    - b. Any other appropriate sources; and
  - (4) To take whatever actions may be necessary to carry out the activity mission during emergencies.

**Section 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating:

- A. At the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
- B. Procedures which management officials will observe in exercising any authority under this Article; or
- C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

## **ARTICLE 6**

### **LABOR-MANAGEMENT RELATIONS**

**Section 1.** The Parties agree to deal with each other in a respectful manner and to recognize and deal with representatives designated to conduct the labor-management business of EPA at GED-GB.

**Section 2.** The Employer shall furnish to the Union, or its authorized representative, upon request, and to the extent not prohibited by law, data –

- A. Which is normally maintained by the Agency in the regular course of business;
- B. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subject(s) within the scope of collective bargaining; and
- C. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

**Section 3.** The Union and Employer agree that the resolution of unfair labor practices is in the best interest of the parties involved. The parties agree to attempt informal resolution of an unfair labor practice prior to filing the charges with the Federal Labor Relations Authority. A Union/Employer filed charge of an unfair labor practice will be informally submitted for resolution with the Division Director/Union President or their designated representatives respectively, at least twenty (20) days prior to formal filing with the Federal Labor Relations Authority.

**Section 4.** An unfair labor practice charge must be filed within six (6) months of the date of the alleged occurrence pursuant to Chapter 71 of title 5

## **ARTICLE 7**

### **MATTERS SUBJECT TO NEGOTIATION**

**Section 1.** Matters subject to negotiation are personnel policies and practices and matters affecting conditions of employment of Unit employees which are within the discretion of the Employer so far as may be proper under applicable laws, regulations and published policies. It is understood that the Employer in this context means a representative with delegated authority to speak for the Employer.

**Section 2.** Definitions:

- G. Negotiations is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws, regulations and published policies.
- H. Mid-term bargaining is negotiations that take place during the life of this Agreement concerning changes to conditions of employment not covered by the terms of this Agreement.

**Section 3.** The following procedures for Mid-term bargaining will be followed unless otherwise agreed to by the parties:

- A. The Employer agrees to notify the Union President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.
- B. The Union will have ten (10) work days from the date of receipt of notification to request bargaining and to forward written proposals to the Employer. Proposals will be forwarded by personal delivery, email, fax and/or mailing. The postmark date will constitute the submission date for mailed proposals.
- C. If the Union does not request bargaining within the time limit, the Employer may implement the proposed change(s).
- D. Upon timely request by the Union, bargaining will commence within ten (10) work days after submission of union proposals, unless otherwise agreed upon by the Parties.

- E. The Union may initiate Mid-term bargaining by notifying the Employer in writing of a proposed change in conditions of employment. The Employer will submit written proposals to the Union within ten (10) working days of receipt of the Union's proposed change in conditions of employment. Bargaining will commence within ten (10) work days of receipt of the Employer's proposals by the Union unless otherwise agreed upon by the Parties.

**Section 4.** Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title 5 of U.S.C. and the rules and regulations of the Federal Labor Relations Authority.

## **ARTICLE 8**

### **UNION-SPONSORED TRAINING**

**Section 1.** Recognized Officers and Stewards of the Union will be authorized excused absence from duty for attendance at Union sponsored training on subjects within the scope of the Statute. Such time will not exceed eight (8) hours each per calendar year for up to 5 Stewards and twenty-four (24) hours per calendar year each for two (2) union representatives.

**Section 2.** Requests for excused absence should be submitted through the appropriate supervisory chain to the Division Director at least ten (10) calendar days in advance of any request for administrative leave. The request must include the name(s) of the Officer(s)/Steward(s), date, time, and place of training or orientation session and the subject matters to be covered. The approved administrative leave request will be provided to the Union by the Division Director within five (5) calendar days of receipt of the request. Requests to attend Union-sponsored training will be considered on a training event basis. Approval is subject to work exigencies.

**Section 3.** The Union will be permitted to use available Employer-owned projectors, VCRs, overhead projectors and training aids when conducting Union sponsored training sessions, provided the training will be held on the Employer's premises and the Union schedules the use of such training equipment and aids reasonably in advance. The use of training and/or conference rooms for training will be scheduled in advance.



## **ARTICLE 9**

### **ELECTRONIC DEPOSIT OF PAYCHECKS**

**Section 1.** The Union and Management endorse the use of direct deposit/electronic funds transfer which is the safest and timeliest method for delivery of pay

**Section 2.** Employees must utilize direct deposit/electronic transfer unless a hardship waiver is requested in accordance with Government-wide policy.

**Section 3.** Employees, using Employee Express may make changes to their mailing address, withholding taxes, direct deposits, W-4 forms, Thrift Savings Plan (TSP) changes, Federal Employee Health Benefit (FEHB) plan changes during open season, and various other paperwork saving changes. These changes can be made either by accessing the Employee Express telephone site or via the Internet at website address <http://www.employeeexpress.gov/main.htm>.

**Section 4.** Human Resources Management Division (HRMD) servicing personnel will be available to assist employees in the use of Employee Express.

## **ARTICLE 10**

### **PAYROLL WITHHOLDING OF UNION DUES**

**Section 1.** An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his/her pay to cover regular dues for such membership provided that all the following requirements are met:

- E. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.
- F. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitations on revocation of the authorization.
- G. The employee is included in the unit for which exclusive recognition has been granted.

**Section 2.** The Union agrees to provide to its members in good standing the prescribed authorization form, SF-1187, Request for Payroll Deductions for Labor Organization Dues, and to receive the completed form from members who want to request allotment. The President or Secretary of the Union is designated to receive completed form, to enter the correct amount of regular dues to be deducted for the member each pay period, and to determine whether the member is in good standing in the Union. He/She will then complete the required request for certification and submit the form to management's representative on-site for submission to the Human Resources Management Division (HRMD-RTP), who will verify eligibility and process the request by entering the codes to start the deduction the very next pay period.

**Section 3.** The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify HRMD-RTP (The Labor Relations Officer) in writing (or e-mail) of the change. Only one (1) such change will be made in any period of 12 consecutive months.

**Section 4.** The Payroll Office will terminate an allotment:

- A. At the end of the pay period following notification of loss of exclusive recognition by the Union.

- B. At the end of the pay period, or during which, an employee separates from the Employer or moves to a position not included within the unit of recognition.
- C. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing in the Union.
- D. Employees may voluntarily terminate their dues withholding by submitting a "Cancellation of Payroll Deductions for Labor Organization Dues" form (SF-1188) to the Employer as described below. Cancellation of the employee's Union dues deduction cannot be effected for a period of one year from the date the dues deduction initially went into effect. For dues deduction to be canceled at the end of the first year, an employee's request must be received by the HRMD-RTP during the one month period before the anniversary date. Cancellations timely received will be effected at the beginning of the first full pay period on or after the anniversary of the date dues deduction initially went into effect. Once an employee has been on dues deduction for at least one year, he/she may submit a cancellation request to the Employer between August 1-31. Requests received by HRMD-RTP during the month of August will become effective the beginning of the first full pay period after September 1. The Union shall be provided a copy of the revocation form by the HRMD-RTP office.

**Section 5.** SF-1188s will be available in the Laboratory's Administrative Office.

**Section 6.** Remitting the amounts withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Fiscal Office, National Association of Independent Labors, 107 Starlite Dr., Texarkana, TX 75501. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the net balance remitted. The Employer will provide a list of dues paying members to the President of NAIL R5-95 on a quarterly basis.

## ARTICLE 11

### WORK SCHEDULES

**Section 1.** Purpose. To establish policy on Alternative Work Schedules for (1) Flexible Work Schedules, and (2) Compressed Work Schedules and (3) and regular work schedules as well as hours of duty in general.

**Section 2.** Policy. Alternative Work Schedule programs have the potential to enable managers and supervisors to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their personal activities. Under such arrangements employees may, for example, balance work and family responsibilities more easily, become involved in volunteer activities, and take advantage of educational opportunities.

**Section 3.** Work Schedules

- A. Regular. The regular (standard) workweek, for all employees not on an alternative work schedule, consists of five (5) eight-hour workdays, Monday through Friday, with a schedule of 7:30 a.m. to 4:00 p.m. (including a 30-minute lunch period).
- B. Flexible Work Schedules. Work schedule established under 5 U.S.C. 6122 that: in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his/her own schedule; and in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own work schedule. Employees on these schedules may work credit hours. See Article 12 for the credit hour program provisions. The Flexible work schedules for GED are as follows:
  - 1. Flexitour work schedule. Under this schedule employees must be at work during the core hours of 9:00 a.m to 3:00 p.m. However, employees are allowed to select starting and stopping times within the flexible hours (6:00 a.m.-9:00 a.m. arrival and 3:00 p.m.-6:00 p.m. departure). Once selected, the employee continues to adhere to the fixed starting and stopping times for the pay period (e.g. Monday 7:00 - 3:30 p.m.; Tuesday 7:00 - 3:30 p.m., etc.).
  - 2. Maxiflex work schedule. Maxiflex schedule means a type of flexible work schedule that contains core hours on fewer than 10 workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established for the organization. Under this schedule

employees must be at work during the core hours of 9:00 a.m to 3:00 p.m. on the core days of Tuesdays through Thursdays. Maxiflex allows Employees to “flex” their starting and stopping times with no set times of arrival or departure except to be there during the core hours Tuesdays through Thursdays.

C. Compressed Work Schedules. Compressed work schedules are available for use at GED.

1. In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays constitutes a compressed work schedule. The authorized compressed work schedules for GED are the 5-4-9 and 4-10 work schedules. The authorized days off under either of these work schedules is either Monday or Friday.
2. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day.

**Section 4.** Coverage. All bargaining unit employees are covered by the provisions of this Article. However, part-time and temporary employees must work the majority of their hours during the core time period.

**Section 5.** Definitions.

- A. Administrative Work Week. Administrative work week is defined as the calendar week 0001 hours Sunday through 2400 hours Saturday.
- B. Alternative Work Schedule. Flexible and compressed work schedules are jointly referred to as alternative work schedules.
- C. Basic Work Requirement. The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award. The basic work requirement for GED for a full-time employee is 80 hours in a biweekly pay period. The administrative workweek will consist of a period of seven (7) consecutive calendar days. The administrative workweek will begin on Sunday. The basic (standard) workweek, except for employees on alternative work schedules, consists of five (5) eight-hour workdays, Monday through Friday, with a schedule of 7:30 a.m. to 4:00 p.m. (including a lunch period).

- D. Compressed Work Schedules (CWS). In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays; and
- (4) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day.
  - (2) For GED, the only authorized CWS schedules are the 5-4-9 schedule, which consists of eight (8) days of nine (9) hours; one workday of eight (8) hours and one day off either on Friday or Monday and the 4-10 schedule which consists of 4 x 10 hour days each week with one day, either Monday or Friday off each week.
- E. Core Hours. The hours each day that a full-time employee must be present for work (except for an employee's scheduled day off under a compressed work schedule). Core hours for employees stationed in GED, Gulf Breeze, shall be 9:00 a.m. - 3:00 p.m., excluding a 30 minute non-paid lunch period, on Tuesdays through Thursdays.
- F. Flexitour. Flexitour means a type of flexible work schedule in which an employee is allowed to select set starting and stopping times within the flexible hours. Once selected, the hours are fixed. The starting times chosen can be in fifteen (15) minute increments between the hours of 6:00 a.m. and 9:00 a.m. The stopping times will depend on what start time is selected to ensure that a complete workday is performed.
- G. Maxiflex A type of flexible work schedule in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked on a given workday or the number of hours each week.
- H. Official Business Hours. The period each day when EPA-GED offices and organizational units must be adequately staffed to provide service and assistance to the public and other client offices. Official business hours are 7:30 a.m. to 4:00 p.m.
- I. Overtime. Overtime hours, when used with respect to normal work schedules, refers to all hours in excess of 8 hours in a day or 40 hours in a work week that are officially ordered in advance, but does not include credit hours. With respect to CWS programs, overtime hours refers to any hours in excess of those specified hours for full-time employees that constitute the compressed work schedule. For part-time employees, overtime hours are hours in excess of the compressed work schedule for a day (but must be more than 8 hours) or, for a week (but must be more than 40 hours).

For employees on maxiflex schedules, overtime is any hours over 80 in a pay period officially ordered and approved in advance.

- J. Tour of Duty. Tour of duty under a flexible work schedule means the limits set within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement. The daily tour of duty will begin no earlier than 6:00 a.m. and end no later than 6:00 p.m.

**Section 6.** Responsibilities.

A. Managers and Supervisors:

- (1) Shall ensure that the mission of the agency is not adversely impacted by alternative work schedules through a reduction in productivity; a diminished level of services provided to the public; or an increase in operations cost. The Employer may terminate an alternative work schedule under these conditions. However, such termination is subject to the negotiated grievance procedure.
- (2) Shall ensure that offices are adequately covered in terms of both the numbers and types of employees needed during official business hours. Office coverage includes answering phones; expeditious handling of inquiries from the public; maintaining clerical, technical, and professional support of office functions; providing representation at essential meetings; meeting deadlines and peak workload requirements or other program needs.
- (3) Shall approve/disapprove all work schedules, subject to provisions of this Article, prior to being worked, and also considering health and safety factors.
- (4) Shall determine who will be required to work particular schedules in order to meet coverage or other operational requirements. To the extent possible, however, personal preferences will be considered in making such decisions.

B. Employees:

- (1) Must submit a work schedule to immediate supervisors for approval;
- (2) Ensure that schedules are set to include eighty (80) hours of paid time in each biweekly pay period, and to not begin work days before 6:00 a.m. or end work after 6 p.m. and comply with all other work schedule requirements;

- (3) Request and obtain approval of leave as appropriate when leave is desired;
- (4) Request variances to chosen work schedules from supervisors as far in advance as possible; and
- (5) Ensure that the supervisor is properly briefed on the status of work assignments so that work of the unit is not affected when variances to approved work schedules occur.
- (6) Who are on maxiflex work schedules must insure that they activate their employee identification badge in the card readers situated at the Guard Station so that one's entrance and exit time are documented for timekeeping purposes.

**Section 7.** Procedures.

- A. Compensatory Time Off. Compensatory time off is time off on an hour-for-hour basis in lieu of overtime pay.
- B. Night Pay. If an employee's tour of duty includes 8 or more hours available for work during daytime hours (i.e., between 6 a.m. and 6 p.m.), he or she is not entitled to night pay even though he or she voluntarily elects to work during hours for which night pay is normally required (i.e., between 6 p.m. and 6 a.m.).
- C. Holiday Pay.
  - (1) Flexible Work Schedules: Holiday premium pay for non-overtime work is limited to a maximum of 8 hours in a day for full-time or part-time employees. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay with respect to the holiday for the number of hours the employee is scheduled to work on that day, not to exceed 8 hours. When a holiday falls on a non-workday of a part-time employee, he or she is not entitled to an in-lieu-of day for that holiday.
  - (2) Compressed Work Schedules:
    - a. If a full-time employee is relieved or prevented from working on a day designated as a holiday by Federal statute or Executive Order, the



employee is entitled to basic pay for the number of hours of the compressed work schedule on that day.

- b. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day. When a holiday falls on a non-workday of a part-time employee, he or she is not entitled to an in-lieu-of day for that holiday.

- (3) Premium pay for holiday work for employees on compressed work schedules. An employee on a compressed schedule who performs work on a holiday is entitled to basic pay, plus premium pay at a rate equal to basic pay, for the work that is not in excess of the employee's compressed work schedule for that day. For hours worked on a holiday in excess of the compressed work schedule, a full-time employee is entitled to overtime pay under applicable provisions of law and a part-time employee is entitled to straight pay or overtime pay, depending on whether the excess hours are non-overtime hours or overtime hours.

- D. Lunch Periods. Each daily tour of duty must include a minimum 30-minute lunch period which will be taken between the hours 11:00 a.m. -1:00 p.m. . However, the lunch period shall not be taken at the beginning or ending of the workday. Lunch periods which exceed 30 minutes may be made up the same day by working an equal amount of time after the end of the work schedule (providing the time does not go out of the tour of duty period).

- E. Days Off. Days off shall be scheduled so as to minimize the number of employees in a work unit who are off on the same day. In scheduling days off, supervisor shall give due consideration to work requirements and the preferences of individual employees. Fridays and Mondays are the only permissible days off for compressed work schedules.

- F. Excused Absences.

- (1) Flexible Work Schedules. When absences are granted, determinations regarding entitlement to an excused absence, the amount of the excused absence to be granted, and/or the time period during which an excused absence is granted shall be based on the employee's established basic work requirement in effect for the period covered by the excused absence.

- (2) **Compressed Work Schedules.** The amount of excused absence to be granted to an employee working a compressed work schedule shall be based on the employee's scheduled tour of duty on the day on which the excused absence is granted. An employee shall not be entitled to an excused absence on his/her scheduled day off, regardless of whether excused absences are granted to other employees in the same work unit on that day.
- G. **Leave.** Time off during an employee's scheduled work hours must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence. For example: A full-time employee who takes one day off annual leave will be charged for 8 or 9 or 10 hours as scheduled.
- H. **Work Schedule.** The work schedule will establish the starting and ending times, the day(s) off and the requirement that 80 hours of work be performed during each bi-weekly pay period. Variations to the schedule are allowed. On a monthly basis, an employee may request a change to their approved work schedule. Also the supervisor has the authority to temporarily change permanent work schedules to meet the needs of the unit. This would include changing an employee's work schedule to conform with work schedules where the Employee is on temporary duty.

## ARTICLE12

### CREDIT HOUR PROGRAM

**Section 1.** Credit hours means any hours, within a flexible work schedule, which are in excess of an employee's basic work requirement (the number of hours he/she is required to work or account for by leave or otherwise), and which the employee elects to work so as to vary the length of a workweek or a workday.

**Section 2.** Credit hours may be worked only by employees on flexible schedules. Wage grade employees or employees electing to remain on a compressed or regular work schedule are not eligible for participation in the credit hour program. Credit hours may only be officially recorded and or used in hourly increments, however, credit hours may be accumulated in increments of fifteen (15) minutes.

**Section 3.** Credit hours are hours of work performed at the employee's option; they are distinguished from overtime and compensatory time off in that they do not constitute overtime work (that is, work in excess of 8 hours in a day or 40 hours in a week which is officially ordered in advance by Management). The employee receives no additional pay for credit hours and such hours are credited to his or her account for future use subject to the provisions of this Article.

**Section 4.** The supervisor shall be informed as soon as possible that the hours were worked.

**Section 5.** Leave requests based on documented credit hours are made in the same manner as other categories of leave; i.e., the employee submits the request (SF-71) to their supervisor for approval.

**Section 6.** A full-time employee on a flexible schedule can accumulate not more than 24 credit hours, and a part-time employee can accumulate not more than one-fourth of the hours in such employee's biweekly basic work requirement, for carry over from a biweekly pay period to a succeeding biweekly pay period for credit to the basic work requirement for such period.

**Section 7.** An employee shall not be paid Sunday pay, holiday pay, or premium pay for night work for credit hours.

**Section 8.** Credit hours may be earned (worked) on a daily basis. A maximum of 24 credit hours may be carried over from one pay period to another. Hours in excess of the 24 hour maximum will be forfeited at the end of each pay period. Credit hours must be used by the end of the leave year in which earned (worked) or be forfeited.

**Section 9.** Employees are eligible to work credit hours at an alternate work station except those on flexiplace work locations, provided prior approval is obtained from the employee's immediate supervisor.

## ARTICLE 13

### FLEXIPLACE PROGRAM

**Section 1.** The Flexible Workplace Program (Flexiplace) provides employees the opportunity to work at a place other than the regularly assigned work site such as satellite locations or their residences. There are three types of Flexiplace arrangements at EPA:

- A. **Regular.** Work is scheduled in advance and performed at the alternate workplace on a regular and recurring basis. Employees work no more than two days per week outside of the office.
- B. **Episodic.** Available on an ad hoc, short-term basis to complete projects which are not regular or recurring in nature.
- C. **Medical.** Designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned worksite. The medical condition shall be certified in a manner that is administratively acceptable. Medical Flexiplace assignments are made at the discretion of management. Medical Flexiplace is intended for employees who do not have permanent medical conditions. Employees with health related problems resulting from sensitivity to the workplace, or chronic, non-workplace related health problems cannot use Medical Flexiplace as an arrangement for their condition.

**Section 2.** The Federal Government promotes telecommuting programs such as EPA's Flexiplace program to address the Government's challenges of: improving customer service, reducing energy consumption, safeguarding air quality, reducing traffic congestion, operating with limited funding, and meeting employee needs.

**Section 3.** This policy applies to situations in which an employee will work at a Flexiplace worksite and covers all permanent full-time and part-time EPA employees except those on Intergovernmental Personnel Agreements (IPAs) and Interagency Agreements (IAGs). Employees on official travel may not participate in Flexiplace.

**Section 4.** Responsibilities.

- A. Management:
  - (1) Authorizes the use of Flexiplace assignments within the Division.

- (2) Ensures that appropriate management controls and reporting procedures are in place before employees begin Flexiplace assignment.

B. Supervisors:

- (1) Authorize the employee's participation in the program;
- (2) Authorize worksite arrangements (which must remain the same unless otherwise approved by the supervisor);
- (3) Assess the impact of the proposed Flexiplace assignment on the productivity of the office as a whole and on any other affected employees;
- (4) Assess the portability of the employee's work and the likelihood of the employee's successfully completing it away from the official duty station;
- (5) Develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station;
- (6) Provide equipment, when necessary and available, for the employee to adequately perform assigned work;
- (7) Complete required training; and
- (8) Maintain productivity records and information to evaluate the employee's performance and quality of work.

C. Employees must:

- (1) Complete work agreements;
- (2) Observe agreed upon hours of work in accordance with established EPA policies;
- (3) Observe Agency policies for requesting leave;
- (4) Safeguard Agency equipment and use it only for official purposes;
- (5) Complete the "Employee Self-Certification of Time and Attendance Report" and return it to the supervisor on a biweekly basis;

- (6) Serve as the designated official (Employer representative) in charge of their off-site workplace, and therefore be responsible for compliance with appropriate health and safety regulations. As the designated official the employee must:
  - a. complete the "Employee Self-Certification Safety Checklist", which identified significant safety standards that should be met and
  - b. return it to his/her supervisor prior to entering into a Flexible Workplace Program Agreement.
- (7) Respond in a timely manner to Agency customers and to the public;
- (8) Complete required training; and
- (9) If applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the Flexiplace assignment.

**Section 5.** An employee participating in Flexiplace must:

- A. Have received the supervisor's approval for participation;
- B. Have worked as an EPA employee for at least one year;
- C. Have a successful performance rating as the most recent rating of record;
- D. Have portable work;
- E. Have clearly defined performance standards and measurements;
- F. Be willing to sign and abide by a written work agreement;
- G. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruption which could impact productivity;
- H. If applicable, be able to arrange for dependent care during the time the employee is working at home, and
- I. Have demonstrated the ability to work independently.

**Section 6.** Eligibility Requirements for Medical Flexiplace

- A. The approval/disapproval will be based on the employee's ability to provide definitive, medical documentation concerning his/her temporary medical condition, and will include an expected return-to-work date. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave Medical Flexiplace assignments open-ended.
- B. Medical documentation - The employee's physician must include documentation that:
  - (1) Describes why a temporary change in work site would benefit the employee,
  - (2) Lists restrictions that should be placed on the work performed at the alternative work site,
  - (3) Summarizes the diagnosis,
  - (4) Summarizes the prognosis, including expected return-to-work date, and
  - (5) Discusses medical management (including how the temporary medical condition might interrupt the employee's work schedule).
- C. To be considered for Medical Flexiplace, an employee's medical documentation must demonstrate that:
  - (1) The employee is unable to be present at the traditional work site because of temporary medical reasons,
  - (2) The employee is able to perform the duties of the position at an alternative duty station, and
  - (3) The employee will be able to return to the regular work site at a certain date.
- D. Re-certification - After six months in a Medical Flexiplace assignment, an employee must provide medical certification on the status of his/her medical condition to support continued participation.

**Section 7.** Each employee must sign a work agreement that covers the terms and conditions of participation in the Flexiplace Program. The work agreement constitutes an agreement by the employee and his or her supervisor to adhere to the Program's policies. Supervisors must re-certify an employee's work agreement at least once every 12 months.



The work agreement covers the following items:

- A. Agreement to release home telephone number to “customers” (applies only to employees working at home);
- B. Voluntary nature of the arrangement;
- C. Length of Flexiplace assignment;
- D. Hours and days of duty station;
- E. Location of the duty station;
- F. Responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;
- G. Performance requirements; and
- H. Proper use and safeguards of Government property and records; standards of conduct, etc.

**Section 8.** Work Schedules. Flexiplace work schedules must state the days and times an employee will work in his/her regularly assigned work setting and in the Flexiplace work site. Work agreements for Regular Flexiplace will normally provide for a minimum of three days per week at the official duty station. Work schedules may parallel those in the office or be structured to meet the needs of participating employees and their supervisors. However, employees must work schedules consistent with their offices' core work hours and may not work non-standard evening and weekend schedules. Supervisors must approve overtime and compensatory time in advance.

**Section 9.** EPA employees are required to comply with the following guidelines on using records or duplicating records when working at Flexiplace locations. Compliance with these Flexiplace policies will protect the Agency and the employee in the event of litigation or investigation. During an investigation, all relevant records must be made available to investigators and auditors.

- A. Any official record removed for Flexiplace assignments remains the property of EPA. Additionally, any official record that is generated from Flexiplace assignments becomes the property of EPA.
- B. An employee must get written approval from his/her supervisor prior to taking official records to a Flexiplace work site. This approval will be for a stated period of time only. All official records that are moved from an office location to a Flexiplace work site will be documented in accord with applicable procedures or requirement, e.g., charge-out procedures, check-out cards, sign-out sheets, etc.

- C. The removal of Privacy Act and other sensitive information for Flexiplace assignments is subject to supervisory approval. When such records are used by EPA employees at Flexiplace locations, care must be taken to ensure that information is not disclosed to anyone except those who are authorized access to the information in order to perform their duties. Appropriate administrative, technical, and physical safeguards must be taken to ensure the security and confidentiality of these records.
- D. At the conclusion of the approved charge-out time of the Flexiplace assignment, or upon termination of employment, the employee must return the official record to the EPA office. If the employee needs this record to complete future Flexiplace assignments, he/she must again get written approval from the supervisor, prior to removal of the record from the office.
- E. When duplicate copies/records used at Flexiplace locations are no longer needed by the employee, they must be recycled or destroyed if they do not contain Privacy Act information. Duplicate records containing Privacy Act material must be returned to EPA for shredding. In the event that any information should be added to or changed in a duplicate record, it must be added to or changed in the official record. If an employee has a duplicate record at home and there is no longer an administrative need to retain the record, the employee must obtain permission from the supervisor to retain this duplicate copy for his/her own personal use.
- F. Confidential Business Information (CBI) or national security classified information may not be removed from EPA offices except as permitted and authorized by established procedures.

**Section 10.** Time and Attendance Issues

- A. Hours of Duty. Employees may work standard schedules or follow Alternative Work Schedules (as statutorily defined), depending upon the agreement between the employee and the supervisor. Employees must work schedules consistent with their offices' core work hours and may not work non-standard evening and weekend schedules.
- B. Leave. The policies for requesting annual leave, sick leave, or other absence from duty remain unchanged. Employees are responsible for requesting leave in advance and keeping the timekeeper informed of leave usage.
- C. Certification and Control of Time and Attendance (T&A). Supervisors must report time and attendance to ensure that employees are paid only for work performed and that absences from scheduled tours of duty are accounted for. Federal policy and procedures governing certification of time and attendance require agencies with

employees working at remote sites to provide reasonable assurance that they are working when scheduled. Reasonable assurance may be obtained by occasional supervisor telephone calls, random visits by the supervisor to the employee's work site, and determination of the reasonableness of work output for the time spent. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report, or by other acceptable means.

- D. Administrative Leave, Dismissals, Emergency Closings. Although a variety of circumstances may affect individual situations, the principles governing administrative leave, dismissals, and closing remain unchanged. When an employee knows in advance of a situation that would preclude working at the Flexiplace work site, either time in the office or leave should be scheduled. In the event that the assigned duty station is closed due to the weather or other emergency, employees in Flexiplace assignments at an unaffected alternative work site would be expected to work their regularly scheduled hours unless they take leave.

**Section 11.** Fair Labor Standards Act (FLSA). The existing rules in Title 5 U.S.C. and in the Fair Labor Standards Act governing overtime also apply to Flexiplace arrangements. All overtime work for people in Flexiplace assignments must be approved in advance by the supervisor.

**Section 12.** Flexiplace employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or workers' compensation for on-the-job injury or occupational illness if injured in the course of performing official duties at the official or alternate duty station. Supervisors must ensure that claims of this type are immediately brought to the attention of the servicing Human Resources Office. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor.

**Section 13.** Pay Linkages

- A. Duty Station. For pay purposes, the "official duty station" is the employee's Federal office.
- B. Special Salary Rates. The employee's official duty station serves as the basis for determining special salary rates.
- C. Premium Pay. The normal rules apply for night differentials and Sunday and holiday pay whether work is accomplished at the conventional or alternate duty station. The employee's official work schedule determines his/her entitlement to premium pay. Working at night, on Sundays or on holidays requires pre-authorization by the supervisor, whether working at the traditional work site or at an alternate work site.

**Section 14.** Facilities Linkages

- A. Home Office Space. If working at home, employees participating in Flexiplace should have a designated work space or work station for performance of their work-at-home duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.
- B. Home Utility Expenses. Incremental home utility costs associated with working at home will be paid by the Agency where the personal expense directly benefits the Government (e.g., business-related long distance or toll calls on the employee's personal phone).
- C. Workplace Is Not a Government Facility. While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a Government facility, and that costs of safeguarding, insuring, and maintaining the home workplace and the Government property therein are the sole responsibility of the employee.

**Section 15.** Equipment Linkages. The Agency will provide appropriate equipment, when it is available, for employees to perform work at the Flexiplace work site.

- A. Telephone. EPA may provide telephone credit cards or may reimburse an employee working under an approved Flexiplace Agreement for business-related long-distance and toll phone calls on his/her personal phone. EPA may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances.
- B. Laptop Computers, Agency-owned Equipment, etc. When available, Agency-owned property, such as laptop computers and other telecommunications equipment, may be used by employees in their private residences. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the Agency and property passes must be issued for each piece of equipment. The Agency will not provide office furniture. All equipment, software, data, and supplies furnished by the Agency shall remain the sole property of the Agency. Employees must agree to return these items upon request of the Agency or upon termination of the Flexiplace agreement. Employees are responsible for the safety and security of all equipment and data provided by or generated for the Agency, including maintaining security and confidentiality. Employer-owned software shall not be duplicated. Employees are solely responsible for maintaining any of their personally-owned equipment.

- B. Supplies. If needed, the Agency will provide necessary office supplies (paper, pens, diskettes, etc.) The Agency will not reimburse employees for any supplies purchased independently.

**Section 16.** All Flexiplace participants must attend training prior to their initial Flexiplace participation.

**Section 17.** Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Human Resources Office. The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and local law, where appropriate.

**Section 18.** Participation and Termination.

- A. An employee may terminate his or her Flexiplace arrangement at any time without prejudice and return to his/her official work site.
- B. A performance appraisal below "successful" automatically disqualifies an employee's Flexiplace arrangement.
- C. Management retains the right to deny participation or terminate an employee's Flexiplace participation at any time if:
  - (1) The employee's Flexiplace assignment does not benefit the Agency,
  - (2) The employee's work assignments are not being performed efficiently or effectively,
  - (3) The employee fails to comply with the agreed-upon program requirements,
  - (4) The employee fails to participate in requested program monitoring and evaluation activities (including surveys, focus groups, etc. ), or
  - (5) Conduct problems arise.

**Section 19.** Whenever any element of the work agreement changes (position, work assignment, home office, or personnel changes, etc.) and participation is still approved, the Flexiplace arrangement must be reevaluated and modified. Examples of such changes include:

- A. The Flexiplace employee is reassigned to a different job and/or organizational unit,

- B. The supervisor of a Flexiplace employee is reassigned to a different job, or
- C. The Flexiplace employee is assigned a new supervisor.

**Section 20.** Generally, a Federal tax deduction is not allowed for a home office or work space unless used exclusively on a regular basis as a principal place of business. Employees who believe they may be entitled to a tax deduction based on home office or work space, depreciation of employee-owned personal computers and related equipment, etc., should consult their tax advisor.

**Section 21.** The employee agrees not to conduct unauthorized personal business while in official duty status at the alternate duty station.

## **ARTICLE 14**

### **HAZARDOUS DUTY PAY**

**Section 1.** Hazardous Duty Pay will be in accordance with 5 CFR 550, Appendix A.

**Section 2.** GED Employees are entitled to twenty-five (25) percent Hazardous Duty Pay differential for all hours in a duty status on any day for performing any of the following duties:

Diving. Diving, including SCUBA (self-contained underwater breathing apparatus) diving, required in scientific and engineering pursuits, or search and rescue operations, when:

- (a) at a depth of 6 meters (20 feet) or more below the surface; or
- (b) visibility is restricted; or
- (c) in rapidly flowing or cold water; or
- (d) vertical access to the surface is restricted by ice, rock, or other structure; or
- (e) testing or working with hardware which presents special hazards (such as work with high voltage equipment or work with underwater mockup components in an underwater space simulation study).

## ARTICLE 15

### HOLIDAYS

**Section 1.** Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order that cover bargaining unit employees.

**Section 2.** When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday.

**Section 3.** When an employee's scheduled day off, under a compressed schedule, falls on a holiday, the employee is entitled to an in-lieu-of holiday in accordance with the designations in the following table:

<b><u>Holiday and Scheduled Day Off</u></b>	<b><u>In-Lieu-of Holiday</u></b>
Friday	Preceding Workday
Monday	Preceding Friday
Sunday	Next Workday
All Other	Preceding Workday



## **ARTICLE 16**

### **ANNUAL LEAVE**

**Section 1.** The employee will earn and be granted annual leave in accordance with applicable regulations.

**Section 2.** No employee will be required to give an explanation for what purpose annual leave is requested unless he/she is requesting emergency leave.

**Section 3.** An employee whose personal religious beliefs require abstention from work during limited periods of time will be granted annual leave upon request for such periods, unless the presence of the employee is necessary for operation of the workplace. Under these circumstances, with the Employer's approval and in lieu of annual leave, the employee may earn and use compensatory time by working additional time in accordance with OPM regulations.

**Section 4.** Consistent with workload and staffing requirements and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave generally will be granted. Approval of request for annual leave for unforeseen emergency reasons will be granted as the circumstances warrant if possible.

**Section 5.** Every effort will be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. When sickness, workload or other situations exist that cause the Unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave. Any use or lose leave must be scheduled and approved prior to the beginning of the third pay period prior to the end of the leave year in order to be eligible for restoration of leave.

**Section 6.** Approval of leave is not to be presumed. It is the responsibility of the employee to ascertain that the request for leave has been approved. The Employer will act on the request for leave as soon as practicable following submittal and inform the employee of the decision. Upon request, the employee can obtain a copy of the approved/disapproved "Request for Leave", SF71.

**Section 7.** The Employer will make every reasonable effort to avoid calling an employee back from leave.

## **ARTICLE 17**

### **SICK LEAVE**

**Section 1.** Employees will accrue sick leave in accordance with applicable Laws and regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

**Section 2.** Earned sick leave will be granted to employees when they are incapacitated for the performance of their duties provided that employees not reporting for work because of incapacitation for duty furnish notice to the supervisor or the supervisor's designee, as soon as possible prior to the start of the employee's shift, but not later than two hours after the start of the shift, unless emergency conditions preclude such notification.

**Section 3.** Sick leave, if available, will be granted to employees in accordance with applicable statutes and regulations when they are incapacitated for performance of their duties by sickness, injury, or pregnancy and confinement, for medical, dental, or optical examination or treatment. Request for sick leave for medical, dental, or optical examination or treatment will be submitted for approval in advance of the appointment, unless precluded by emergency conditions.

**Section 4.** An employee who is pregnant will be allowed to work as long as her doctor certifies in writing her ability to continue work and not place either the employee or child at risk. Reasonable amounts of leave in the form of sick leave, annual leave, and leave without pay will be granted prior to, during delivery and for a reasonable period after delivery, as specified by a doctor. The employee will be returned to her position at the end of the leave. The employee may be assigned to light duty or another position prior to leave if her regular position is considered inappropriate by her doctor.

**Section 5.** Ordinarily, employees will not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave. Exceptions to the above are as follows:

- A. In cases of sick leave abuse. Abuse of sick leave is not necessarily related to the frequency of sick leave. In cases where sick leave abuse is suspected, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement will be reviewed by the Employer at the end of six months to determine if it should be eliminated. The employee will be informed in writing of the decision to cancel the requirement. When the requirement for a medical certificate is to be continued, the employee will be informed orally and confirmed in writing of this decision by the Employer;

- B. To insure an employee is capable of returning to duty after a long period of incapacitation; and
- C. When there is reasonable grounds to question the validity of a sick leave request, administratively acceptable evidence in addition to the employee's certification may be requested (i.e. when annual leave has been requested and denied, and the employee calls in sick).

**Section 6.** When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his/her assigned position, the Employer agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time. If no such duties are available within the employee's work unit, the employer will attempt to find an assignment in another work location.

## **ARTICLE 18**

### **FAMILY LEAVE**

**Section 1.** In accordance with the Family and Medical Leave Act (FMLA) of 1993 and amendments, an employee (who has been employed for at least twelve (12) months) will be entitled to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

- A. For the birth of the employee's child or to care for the child after birth occurs; or for the placement, adoption or foster care of a child;
- B. To care for the employee's spouse, son, daughter, or parent who has a serious health condition; and
- C. For a "serious health condition" that makes the employee unable to perform his or her job.

**Section 2.** An employee may elect to substitute paid leave for leave without pay.

**Section 3.** Employees must ask for leave as soon as possible when any of the above situations occur. Employees must invoke their entitlement to FMLA in writing, preferably using a SF-71 (Application for Leave). FMLA cannot be retroactively invoked to cover past absences.

**Section 4.** The Employer may require medical certification to support a request for leave because of a "serious health condition". Such medical certificate must be provided not later than 30 days after requesting the use of FMLA. The Employer may also request a fitness for duty report to return to work following an extended absence for serious health condition.

**Section 5.** Job benefits and protection include the following:

- A. For the duration of FMLA leave, the Employer will continue paying the Employer's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his or her share upon return to pay and duty status;
- B. Upon return from FMLA leave, employee(s) will be restored to their original positions, or equivalent positions with the same pay, benefits and other employment terms; and

- C. The use of FMLA leave will not result in the loss of any employment benefits which accrued prior to the start of an employee's leave.

**Section 6.** The Federal Employees Family Friendly Leave Act (FEFFLA) of 1994 as codified in 5 CFR 630.401 authorizes the use by all covered full-time employees of a total of up to 40 hours of sick leave per leave year to eligible employees to:

- A. Give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee; or
- B. Make arrangements or attend the funeral of a family member.

In addition to the 40 hours available to all employees, an additional 64 hours during the leave year may be granted to employees for the above if a balance of 80 hours of sick leave is maintained at all times. Lastly, employees who maintain an 80 hour balance of sick leave may use up to 480 hours of sick leave during the leave year to care for a family member with a "serious health condition" as defined in § 630.1202 (USC).

**Section 7.** For the purpose of definition, the term "family member" as referred to by the FEFFLA will mean:

- A. Spouse and parents thereof;
- B. Children, including adopted children, and spouses thereof. The term "children, including adopted children, and spouses thereof" is further defined as adult sons and daughters, whether disabled or not, and therefore permits an employee to use sick leave to arrange for or attend the funeral of an adult son or daughter over 18 years old and not disabled;
- C. Parents, brothers and sisters, and spouses thereof; and
- D. Any individual, whether related by blood or affinity, whose close association with the employee is the equivalent of a family relationship.

**Section 8.** A part-time employee or an employee with an uncommon tour of duty will be authorized to use sick leave equal to the average number of hours of work in the employee's scheduled tour of duty each week. In addition, if the employee maintains a sick leave balance equal to at least twice the average number of hours of work in the employee's scheduled tour of duty each week, he may use an amount equal to the number of hours of sick leave normally accrued by the employee during a leave year for the purposes described in the FEFFLA.

**Section 9.** The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine and the employee provides a copy of the determination to the Employer, that an employee's exposure to a communicable disease would jeopardize the health of other employees, the Employer will authorize the use of available sick leave to the employee for the entire period of time during which the danger to the health of other employees exists. If an employee's sick leave balance is not sufficient, the employee may request annual leave, leave without pay or, if eligible, request participation in the Leave Bank program.

**Section 10.** Public Law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be a bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following applies: An employee will be entitled to the use of seven (7) days paid leave each calendar year (in addition to annual and sick leave) to serve as a bone marrow donor and up to thirty (30) days to serve as an organ donor. The employee is entitled to use of this leave without loss or reduction in pay, leave to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstance of each case.

## ARTICLE 19

### EMPLOYEE PERFORMANCE EVALUATION

**Section 1.** INTRODUCTION. The Agency-wide performance management system is PERFORMS; the Performance Planning, Employee Rating, Feedback, Opportunity, and Recognition Management System. This employee performance evaluation program will emphasize:

- A. Continuous two-way communication between employees and supervisors
- B. Employee development
- C. Administrative simplicity
- D. Recognition of accomplishments
- E. Employees' input into improving organizational effectiveness

PERFORMS supersedes the current performance management system set forth in EPA Manual 3151.

**Section 2.** COVERAGE. This performance management program covers all EPA bargaining unit employees of the National Health and Environmental Effects Research Laboratory (NHEERL), GED, Gulf Breeze, represented by NAIL R5-95.

**Section 3.** AUTHORITIES. In the administration of all matters covered by this Article, except as modified by this Article, the Union, Agency officials and employees will be governed by 5 USC Chapter 43; 5 CFR Parts 430, 432, and 531; EPA Order 3151.1, Performance Management; and EPA Order 3110.16, Reduction in Grade and Removal Based on Unacceptable Performance.

**Section 4.** DEFINITIONS.

- A. Additional Performance Element. A dimension or aspect of individual, team, or organizational performance that is not a critical or non-critical element. Such elements are not used in assigning a summary level and are entirely optional.
- B. Appraisal Period. The established period of time for which performance will be reviewed and for which a rating of record will be prepared.
- C. Critical Element. A work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that the

employee's overall performance is unacceptable. Critical elements are established for the assessment of individual performance only.

- D. Interim Rating. A written rating prepared as input to the rating of record by the former supervisor when a change of supervisor occurs during the appraisal period. An employee must have completed the minimum period of performance to receive an interim rating.
- E. Minimum Period of Performance. The minimum amount of time that must be completed before a rating of record may be given.
- F. Performance Element. The assignments or responsibilities the employee must perform (whether a Critical Element or an Additional Performance Element). Elements can be expressed as accomplishments (results), activities, or behaviors.
- G. Performance Plan. All of the written, or otherwise recorded, performance elements that set forth expected performance. A plan must include all critical and additional elements and their performance standards. This is commonly known as the performance agreement.
- H. Performance Standard. The management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.
- I. Progress Review. A communication with the employee about performance compared to the performance standards of critical elements. The review also includes assessing the need for adjusting the Performance Plan; developing a plan of action for improving performance, where appropriate; and to discuss individual development.
- J. Rating. The written appraisal of performance compared to each critical element on which there has been an opportunity to perform for the minimum period.
- K. Rating of Record. The performance rating prepared at the end of the appraisal period for performance over the entire period and the assignment of a summary level. This constitutes the official rating of record referenced in 5 CFR Part 430.

**Section 5.** APPRAISAL PERIOD. The annual appraisal period begins on January 1 and ends on December 31.

**Section 6.** MINIMUM PERIOD OF PERFORMANCE. Only those employees who have completed a minimum 90-day appraisal period under an approved performance plan will be evaluated at the end



of the performance cycle. The appraisal period begins when the employee signs (or chooses not to sign) the performance plan. If the minimum 90-day period cannot be met before the end of the performance cycle (calendar year), the appraisal period must be extended until the 90 days are met.

**Section 7.** SUMMARY-LEVEL PATTERN. The Agency pattern is the two tier summary-level pattern set forth as “A” in 5 CFR Part 430, comprising levels 1 (unacceptable) and level 3 (successful).

**Section 8.** CONTENT OF THE PERFORMANCE PLAN. A performance plan must contain the following items:

- A. Title. “Performance Plan.”
- B. Element. Name and/or description of the performance element.
- C. Element Type. Critical or Additional. A performance plan will contain a minimum of one critical element and maximum of five critical elements. Additional elements are optional.
- D. Standard. The performance threshold(s), requirement(s), or expectation(s) for the appraisal at a particular level of performance. A standard includes such factors as quality, quantity, timeliness, and manner of performance, as applicable. Standards may also refer to requirements (milestones and accomplishments) set forth in work plans. At a minimum, standards must be documented at the successful level for critical elements. Standards at the unacceptable level are optional. If additional elements are used, standards are described at the successful level only.
- E. Measurement Source(s). Identification of sources that may establish a reliable and supportable basis for a rating and may be used to determine if standards are met or not met, such as but not limited to: personal observations, employee written products, or feedback from team leaders.
- F. Element Rating. There are two ratings possible for an element: the “successful” level or the “unacceptable” level.
- G. Assumptions. Known factors over which an employee has little, if any, control, but which might exert a significant impact on the employee’s performance or ability to achieve an objective.
- H. Employee Signature/Date. The employee’s acknowledgment of the performance plan and the date.

- I. Supervisor(s)'s Signature/Date. Identification of the supervisor(s), his/her approval of the performance plan, and the date of approval.

**Section 9.** FORMAT OF THE PERFORMANCE PLAN.

Performance Plan		
Name:		Year:
Office:		
Element:		
Type Element:	Critical <input type="checkbox"/>	Additional <input type="checkbox"/>
Standard/Measurement Sources:		
Assumption (if applicable):		
Element Rating:	Successful <input type="checkbox"/>	Unacceptable <input type="checkbox"/>
-----		
Element:		
Type Element:	Critical <input type="checkbox"/>	Additional <input type="checkbox"/>
Standard/Measurement Sources:		
Assumption (if applicable):		
Element Rating:	Successful <input type="checkbox"/>	Unacceptable <input type="checkbox"/>
Employee's Signature/Date		
Supervisor(s)'s Signature/Date		

**Section 10.** PERFORMANCE MANAGEMENT RESPONSIBILITIES. The following individuals, by position, are responsible for preparing and reviewing performance plans, performance ratings, award nominations, and performance related personnel actions:

- A. Supervisor. An individual having the authority to take--or to effectively recommend taking--any one of the following actions for at least one employee: hire, layoff, suspend, direct, promote, discipline, recall, remove, furlough, reward, transfer, assign, or adjust grievances.
- B. Approving Official. The individual supervisor who approves ratings, awards, and other performance related personnel actions recommended by a supervisor who does not have that authority.

**Section 11.** WRITING A PERFORMANCE PLAN. The performance plan is determined by the supervisor; however, he/she must provide an opportunity for the employee to collaborate in developing the plan. The steps to writing a performance plan are as follows: (1) consider the organizational strategic goals, functions, responsibilities, and priorities and identify the employee's

role in them; (2) identify one or more critical job elements plus additional elements, if appropriate; and (3) write standards for each element and, if appropriate, document assumptions.

**Section 12.** REVIEW OF PERFORMANCE PLANS. Supervisors have the authority to approve a performance plan. However, an organization may, if it chooses, require a higher level review of performance plans.

**Section 13.** COMMUNICATING PERFORMANCE PLANS. It is the supervisor's responsibility to communicate performance expectations to employees within the first 30 days of the appraisal period or within 30 days of the employee's arrival in a new position. The individual employee and supervisor should agree on the plan. However, if the parties cannot agree, the supervisor establishes the plan. The supervisor and higher level review, if established, sign and date the plan. The employee then signs and dates the plan. (Note that the date the employee signs the plan, or refuses to sign, is the beginning date of the minimum period of performance.) The supervisor keeps the original and the employee receives a copy.

**Section 14.** PROGRESS REVIEWS. In addition to the annual performance appraisal, an employee is entitled to at least one formal feedback discussion (progress review) with the supervisor, usually by mid-year. However, frequent informal reviews of performance throughout the appraisal period are encouraged.

**Section 15.** TIMING OF THE APPRAISAL. Performance appraisals (ratings of record) are scheduled to be done annually just after the close of the appraisal period. Ratings must be completed within 30 days of the end of the performance cycle. Organizational heads must also certify the completion of ratings for all employees to the Human Resources Office within 60 days of the end of the cycle. Under special circumstances, appraisals may deviate from that schedule:

- A. If the employee has not completed the minimum period of performance by the end of the performance cycle, then the rating of record is given at the end of the minimum period.
- B. Whenever the employee has a change of supervisor, either by the employee leaving the organization or by the supervisor's departure, the supervisor prepares an interim appraisal, which will be input to the employee's annual appraisal. (This would not occur, however, if the employee has not completed the minimum period of performance or if the employee leaves EPA).
- C. Whenever the employee concludes a detail to another position or a temporary promotion of 90 days or more, the supervisor for the detail prepares an interim appraisal which the supervisor for the employee's permanent position factors into the employee's annual appraisal.

**Section 16.** SOURCES OF APPRAISAL INPUT. The written performance standards and sources of appraisal input will be applied in a fair and understandable manner in determining the rating of each assigned element. The supervisor will ensure that feedback (input) used in the appraisal process is related to the employee's assigned elements and standards. The feedback used will be factual and relevant. If the information may adversely affect the employee's rating, the employee will be made aware of this information in order to facilitate his/her ability to respond to and correct inaccurate information. The sources of such information will be annotated in the performance plan. Supervisors will not knowingly withhold pertinent information necessary to the appraisal of the employee's job performance.

**Section 17.** RATING AN ELEMENT. After assessing the appraisal input against the standards, the supervisor assigns a rating to each performance element of either "successful" or "unacceptable." If, on balance, the overall performance for a critical element is deemed successful, then the element is rated "successful." If, on balance, the overall performance for a critical element is deemed unacceptable, then the element is rated "unacceptable."

**Section 18.** COMMUNICATING THE RATING. The supervisor meets with the employee in private to conduct a formal appraisal interview. During the appraisal interview, he/she communicates to the employee:

- A. How each performance element was rated,
- B. The rating of record,
- C. Areas that need improvement, including making suggestions and asking the employee for suggestions on how to improve performance, and
- D. The requirement of a PIP, if appropriate.

At the conclusion of the appraisal interview, the employee signs the Appraisal Cover Sheet, signifying that the appraisal discussion was held. The employee receives a written copy of the rating of record as soon as possible, but no later than ten (10) working days, after the appraisal interview.

**Section 19.** ASSIGNING THE SUMMARY LEVEL. Once all of the performance elements have been rated, the supervisor assigns the summary level (rating) as follows: if any critical element is rated unacceptable, the summary level is "unacceptable"; otherwise, the summary level is "successful." Additional elements do not affect the employee's summary level (rating).

**Section 20.** APPROVING THE RATING OF RECORD. If the rating of record (summary level) is "unacceptable," the signatures of the supervisor, and a higher level supervisor are required. If the rating of record is "successful," only the supervisor is required to sign the rating.

**Section 21.** DOCUMENTING THE RATING. Official documentation of the rating of record consists of the completed Performance Plan, which shows the rating of each element, and the completed Appraisal Cover Sheet that includes the rating of record (either “successful” or “unacceptable”), signatures, any performance highlights (“supervisor’s comments”), and employee comments. Additional pages may be used if needed. The Performance Plan and the Appraisal Cover Sheet are combined to form one annual appraisal document (package).

[illegible]

**Section 22.** RECORD KEEPING. Supervisors must submit the completed, original, annual appraisal package to the Human Resources Office. The Human Resources Office will maintain an Employee Performance File (EPF) for each employee, which will contain the last four ratings of record including the performance plans on which they are based.

**Section 23.** INTERIM RATINGS. Interim ratings must be prepared for employees who have been under a performance plan for the minimum period of performance when the employee completes a detail, is reassigned to another EPA organization, transfers to another agency, or when the employee's supervisor of record, having supervised the employee for the minimum period, departs from that supervisory position. In preparing the rating of record, interim ratings must be given consideration proportional to the amount of the appraisal period the employee occupied each position or the departing rater supervised the employee.

**Section 24.** EMPLOYEE DEVELOPMENT. Supervisors will discuss career goals and developmental needs with their employees at least once per year and utilize opportunities for employee development. This meeting will be separate from and in addition to the required progress review. The Individual Development Plan (IDP) is an optional tool and process for documenting the career goals and the developmental needs of employees.

**Section 25.** PERFORMANCE FEEDBACK. The communication of a significant performance-related problem with an employee will occur as soon as possible and definitely in advance of the formal appraisal interview. The supervisor will meet with the employee to advise him/her of the problem and to work collaboratively to identify ways to correct the issue.

**Section 26.** INDIVIDUAL DEVELOPMENT PLANS. The Individual Development Plan (IDP) identifies developmental needs and career objectives and is a useful tool for career development that benefits both the employee and the organization. The IDP process may include conducting a self-assessment; obtaining assessments from peers, superiors, and customers; and identifying opportunities and other options for career growth. All employees and their supervisors are encouraged to make the IDP part of the performance management process. An IDP is required when the employee requests one. Even if an IDP is not done, the employee is entitled to at least one informal assessment and development discussion with the supervisor. If a supervisor requires training or an IDP, he/she will notify the employee and, if applicable, appropriately annotate the IDP.

**Section 27.** PERFORMANCE ASSISTANCE. Continuous, informal feedback between the supervisor and the employee is essential to ensure an atmosphere that maintains successful performance. However, if at any time during the appraisal year, the supervisor identifies a significant performance-related problem with an employee, he or she will meet with the employee in an informal meeting to work collaboratively to develop a plan to correct the problem. However, if the employee feels that additional assistance is needed, and if the supervisor concurs, then a union representative may be requested to participate in part or all of the collaborative process to develop a

plan to correct the problem. This counseling session will be documented in writing and a copy provided to the employee.

- A. The plan will afford the employee an opportunity of at least 45 days to resolve the identified performance-related problem. During this period, the employee will be deemed to be performing at a successful level for purposes of any performance-related actions.
- B. The plan will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as appropriate.
- C. The purpose of the period of assistance is to help the employee improve his/her performance.
- D. At any time during the assistance period the supervisor may conclude that assistance is no longer necessary. The supervisor will notify the employee of this determination, which will be in writing.
- E. Notwithstanding the above, if at any time during the assistance period the employee's performance is determined to be unacceptable in one or more critical elements, a formal opportunity to demonstrate successful performance (i.e., PIP) should be initiated in accordance with the section below.

**Section 28.** PERFORMANCE IMPROVEMENT PLAN. Programs will provide assistance to help employees improve performance to the successful level. Such assistance may include, but is not limited to: formal training, on-the-job training, counseling and closer supervision. A Performance Improvement Plan (PIP) and a reasonable opportunity to improve are required as soon as employee performance falls below the "successful" level on any critical job element.

- A. Purpose of a PIP. A PIP is a document intended to identify an employee's performance deficiencies, the actions that must be taken by the employee to improve performance, and provisions for counseling, training, or other assistance to bring performance up to a "successful" performance level. Placement on a PIP for unacceptable performance triggers a formal opportunity period as required by 5 U.S.C. 4302(b)(6).
- B. Timing of a PIP. A supervisor may initiate a written PIP as soon as employee performance on a critical job element (CJE) and consequently, overall performance, becomes "unacceptable." A PIP may be initiated at any time during the appraisal year, as soon as the performance slips to the unacceptable level. The employee's performance rating must be based on 90 days under the CJE that is rated



“unacceptable.” PIPs must be in place within fifteen (15) working days after the employee is formally informed of performance that is “unacceptable.” The PIP is to be developed in consultation with the employee. The Human Resources Office must be consulted and the Union informed before a PIP is implemented.

- C. Format of a PIP. A PIP should be in the form of a memorandum from the immediate supervisor to the employee. A specified beginning and ending date should designate the length of time the PIP will be in effect (not less than a 120-calendar-day period); however, the length of the period will depend on the nature of the position, the performance deficiencies involved, and how long it will take to demonstrate “successful” performance.
- D. Content of a PIP. Each PIP should be geared to the needs and circumstances of the situation. The tone of the PIP should be factual and constructive. The following information should be included:
- (1) The employee's name, position title, series, grade, and organization location.
  - (2) The basis for the PIP, e.g., unacceptable performance on one or more critical job elements.
  - (3) Restatement of the critical element(s) the employee is failing to perform successfully and a description of how performance was determined to be deficient in relation to the measures of performance.
  - (4) Reference(s) to previous counseling sessions, if the supervisor has documented these meetings.
  - (5) A specific description of the requirements that must be met, in terms of quality, quantity, timeliness or manner of performance, for work to be judged “successful.” Numerical criteria or bench marks used by the supervisor to interpret the performance standard must also be stated.
  - (6) A similar explanation of what will be considered an “unacceptable” level of work.
  - (7) Examples of ways the employee can improve performance and a description of the assistance the employee will receive from the supervisor.
  - (8) A schedule of periodic performance reviews that will be held during the performance improvement period.
  - (9) A list of assignments with due dates, or completion dates, if appropriate.

- (10) A statement that the employee is expected to maintain a “successful” performance on the remainder of the CJE(s).
- (11) Notification that failure to improve performance to a “successful” level on the CJE(s) may result in a change to a lower grade, removal, or reassignment.

E. Implementation of a PIP.

- (1) The supervisor signs and dates the PIP and sends it to the next highest level of supervision for approval.
- (2) The supervisor discusses the approved PIP with the employee. The employee signs the PIP and is given a copy. The employee’s signature on the PIP indicates that he/she received a copy, and does not signify concurrence. If the employee refuses to sign, the supervisor should so note on the PIP and date the annotation. In addition to the above, the Union will be notified of the PIP and provided with a copy of the approved document.
- (3) The immediate supervisor sends a copy of the PIP to the servicing Human Resources Office along with the original performance agreement and rating package. The PIP will be filed in the Employee Performance File (EPF), and will be removed and destroyed if the employee’s performance improves to the “successful” level and remains at that level for one year from the beginning of an opportunity to demonstrate acceptable performance.

F. Canceling or Extending a PIP. A PIP may be canceled or extended in situations such as those described below. In each case, the action should be documented by a memorandum. The memorandum must be sent to the servicing Human Resources Office and the Union, if designated as the employee’s representative, to provide notification of the cancellation or extension. If extended, the memorandum will be added to the Employee Performance File and will become part of the PIP. If canceled, the PIP, memorandum, and all related documentation, will be removed from the EPF and destroyed if the employee remains at the successful level for one year from the beginning of an opportunity to demonstrate acceptable performance.

- (1) A PIP should be canceled if the employee is reassigned to a different position at the same or different grade. The PIP is not continued in effect in the new position.
- (2) A PIP may be canceled if the employee’s performance improves to the “successful” level prior to the expiration of the PIP.

- (3) A PIP should be removed from the Employee Performance File if the employee leaves the Agency.
  - (4) A PIP may be extended at any time with the approval of the second-level supervisor.
- G. Expiration of a PIP. If a PIP is not extended or withdrawn by the designated expiration date, the supervisor must notify the employee in writing of the status of his or her performance and take any of the following applicable steps.
- (1) If the employee's performance has improved to the "successful" level the supervisor must prepare a new rating of record if the opportunity period was triggered by an annual performance rating of "unacceptable." The new rating will be sent to the appropriate Human Resources Office. The supervisor and the employee each keep a copy. The servicing Human Resources Office will substitute the new appraisal for the previous rating of record.
  - (2) If the employee's performance is "unacceptable," the supervisor may take action to reduce-in-grade, reassign, or remove the employee from Federal service. The servicing Human Resources Office must be consulted before taking any action that is based on unacceptable performance.
  - (3) An employee will be reassigned, reduced in grade, or removed based on unacceptable performance in accordance with the procedures contained in EPA Order 3110.16, Reduction in Grade and Removal Based on Unacceptable Performance; 5 CFR Part 432; and 5 U.S.C. 4303.

**Section 29.** PERFORMANCE-BASED ACTIONS. If an employee fails to improve her/his performance to the "successful" level after a reasonable opportunity period, the supervisor of record must take one or more of the following actions: deny the employee's within grade increase; reassign the employee; reduce the grade of the employee; or remove the employee from Federal service. The supervisor of record must consult with the Human Resources Office before taking any action based on unacceptable performance. All such actions shall be taken in accordance with the provisions of 5 CFR Part 432.

**Section 30.** EMPLOYEE OBJECTION TO RATING OF RECORD. An employee who disagrees with his/her final rating of record should contact his/her union representative about the negotiated grievance process. A rating of record may not be appealed to the Merit Systems Protection Board.

**Section 31.** APPRAISING DISABLED VETERANS. The performance appraisal and resulting rating of a disabled veteran will not be lowered because the veteran has been absent from work to seek medical treatment.

**Section 32.** APPRAISING UNION OFFICIALS. Union representational participation by an employee will not be a factor in the evaluation or appraisal of an employee's performance.

**Section 33.** FEEDBACK TO SUPERVISORS. If desired, the Union and the Employer shall jointly develop an employee survey to provide feedback to supervisors on the quality of their coaching and feedback skills. After mutual agreement on the contents and design format, management will conduct the survey on an annual basis. The feedback results will be distributed only to the respective supervisors and the Division Director and will be kept confidential. Participating in the survey will be voluntary on the part of employees and all feedback shall be given anonymously.

**Section 34.** RIF CREDIT FOR PERFORMANCE. In the event of a reduction-in-force at GED all ratings of record at the "successful" level, or performance above the level of "successful" if an employee has ratings of record under more than one summary pattern, will receive the same number of years additional retention service credit if allowed by Agency policy. The Parties will renegotiate this section before any RIF activity if Agency policy, in accordance with 5 CFR Part 351(b)(4), does not permit awarding of service credit as described above.

## **ARTICLE 20**

### **AWARDS**

**Section 1.** INTRODUCTION. The EPA Recognition Program reflects the Agency's commitment to promote continuous improvement in organizational performance. It is recognized that the use of both monetary and non-monetary awards has a significant effect on employee morale, motivation, and performance. The EPA Recognition Program is an incentive program that provides recognition based on employee contributions to the efficiency, economy, or other improvement of Agency operations, or for noteworthy achievements in the public interest.

**Section 2.** In administration of all matters covered by this Article, except as modified by this Article, Agency officials, the Union, and employees shall be governed by 5 USC Chapter 45, 5 CFR Parts 451 and 531, and 3130 Recognition Policy and Procedures Manual.

**Section 3.** ADDITIONAL PROVISIONS. Recognition will be granted in accordance with the Recognition Policy and Procedures Manual with the following GED specific provisions:

**D. GED AWARDS BOARD MEMBERSHIP AND OPERATION.**

1. The GED Awards Board shall consist of fourteen (14) members: three employees from each branch (The POS Branch and Office of the Director is considered one unit), a management designee and a Union designee. Membership should reflect senior-level, mid-level, and entry-level employees. All board members have voting privileges. Board decisions will be made by a majority secret vote with all recommendations then being forwarded to the Division Director. Original and replacement Awards Board members, with the exception of the Union and management designees, shall be elected by organizational units for approval by the Division Director. Union and management designees shall be named yearly by the Union President and Division Director, respectively.
2. The Board will meet no less than quarterly, with one third of the membership rotating annually on January 1<sup>st</sup> of each year, maintaining one incumbent member from each Branch. No member shall serve more than three consecutive years. Moreover, there must be a separation of no less than one year between appointments for any employee. The Chair shall be determined annually by the Board membership. Neither the Union nor management designee shall serve as Chair. The Chair will be elected six months out of phase from the regular annual Board membership rotation. The Board may request a replacement member for any member who resigns or consistently does not attend scheduled meetings.

3. Board meetings will consist of members only, no alternates are permitted. All meetings will be held when scheduled regardless of whether all members, including the Union and/or Management designee(s), can attend as long as a majority of eight (8) voting members are present. All meeting proceedings shall be closed and confidential. The Board will maintain strict confidentiality regarding the nominator, award nominations, award nominees, the reason(s) for the nomination, and Board deliberations and discussions. Board members who have acted as nominators, or are nominees themselves, must recuse themselves from all Board processes related to the award(s) involved. If a Board member is the supervisor of a nominee, he/she must either recuse himself/herself from all Board processes related to the nomination OR pass formal approval to the Approving Official at the next higher level.
- E. **AUTHORITY.** The Board shall function as an advisory and recommending body. The board shall forward their recommendations to the appropriate Management Official for approval/disapproval
- F. **SUPERVISOR NOMINATED AWARDS.** Award nominations for single, non-repetitive acts of less than thirty (30) days duration are subject to Board review. Award nominations for performance exceeding 30 days duration, On-the-Spot awards and Time-Off awards are not subject to review by the Board. At the supervisor's discretion, however, the Board will review and/or provide input. Normally, the supervisor will send nominations directly to the GED Human Resources Specialist who will prepare the appropriate form and forward it to the Human Resources Management Division/RTP for processing. The GED Human Resources Specialist will send a courtesy copy of the award to the Board Chairperson.
- G. **PEER NOMINATED AWARDS.** Peer nominations for non-monetary awards and for monetary awards can be submitted either to the nominee's supervisor or to the Board Chairperson. If the nomination is approved by the supervisor, Board review is not required. If the supervisor does not approve of the nomination, he/she will provide a response to the nominator and send a copy of the disapproved nomination to the GED Human Resources Specialist.

For all peer nominations submitted directly to the Board, the Board will perform the following functions:

1. the chairperson will receive nominations and perform an initial screening to determine if the activity is adequately described for the proposed award, and

if not, work with the nominator and/or the supervisor to strengthen the award justification when necessary

2. solicit comments from the nominee's supervisor
3. determine the type of award and the amount for recommendation (in accordance with EPA 3130 Recognition Policy and Procedures Manual).

After Board review of the nomination, the Board will provide nominations and written recommendations to the GED Human Resources Specialist. The GED Human Resources Specialist will forward copies of the nomination and all accompanying documentation to the appropriate supervisor for action. Following action by the supervisor, the Human Resources Specialist will notify the nominator and the Awards Board chairperson of the outcome of the nomination.

- H. **AWARDS EQUALITY.** The GED Awards Board shall ensure that all recommendations are made without discrimination on the basis of race, color, religion, national origin, sex, political affiliation, marital status, physical or mental handicap, age, sexual orientation, or membership or non-membership in labor or professional organizations. In addition, the Board should ensure that their recommended awards comply with applicable rules, regulations, and Agency policy when making recommendations to management.
- I. **AWARDS BUDGET.** All awards are to be made in context of budget considerations. At a minimum, the Board will be provided information regarding total funds available for awards before each quarterly meeting.
- J. **AWARD PRESENTATIONS.** The Division Director should present awards at a regularly scheduled "all-hands" meeting or at an annual GED Awards Ceremony.
- K. **AWARDS INFORMATION.** Employee awards, including the names of award recipients, type and reason for the awards they receive, and recognition summaries of the awards will be made public at least annually. The total amount of funds awarded to each branch will be reported to all employees of GED, annually.

## ARTICLE 21

### DISCIPLINARY ACTIONS

**Section 1.** For the purpose of this Article, disciplinary actions may be formal or informal. Formal disciplinary actions are defined as letters of reprimand and suspensions without pay of 14 days or less. Informal disciplinary actions include letters of caution and/or requirement when they are issued for disciplinary reasons to correct an employee. All disciplinary actions are grievable under the negotiated grievance procedure. Copies of letters of requirement and/or caution that are of a disciplinary nature will not be placed in an employee's official personnel folder.

**Section 2.** Disciplinary actions taken against Unit employees shall be for just and sufficient cause and will be taken in keeping with applicable rules, regulations, and instructions. All disciplinary actions must be supported by a preponderance of evidence.

**Section 3.** It is the Employer's policy to impose penalties consistent with the severity of the offense and U.S. EPA guidelines for disciplinary actions.

**Section 4.** In the event of a written proposed disciplinary action, the employee will be advised of his/her right to representation. Employees against whom formal disciplinary action is taken will be informed of their right to grieve through the negotiated grievance procedure.

**Section 5.** Letter of Reprimand. A letter of reprimand will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his/her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of up to two (2) years.

**Section 6.** A notice of proposed disciplinary action will contain the employee's rights. The employee will be provided upon request a copy of the evidence that supports the charges. The employee will be granted a reasonable amount of official time to prepare an answer to any proposal.

**Section 7.** Suspension of fourteen (14) days or less: In addition to Section 6 above, an employee is entitled to:

- A. At least fifteen (15) days advanced written notice stating the specific reasons for the proposed suspension;
- B. A reasonable time, not less than seven (7) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;



- C. Be represented by a NAIL representative, an attorney or other representative;
- D. A written decision and the specific reasons therefore, at the earliest practicable date;  
and
- E. Grieve the decision, if adverse and once effected, through the negotiated grievance procedure contained in Article 23. The written decision will advise the employee of this right.

## **ARTICLE 22**

### **ADVERSE ACTIONS**

**Section 1.** As defined in 5 U.S.C. 7512, adverse actions are removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less.

**Section 2.** Employees, against whom adverse actions are taken, will be informed of their right to appeal such actions in keeping with the appellate provisions of 5 U.S.C. 7701.

**Section 3.** For removal, suspension for more than fourteen (14) days, furlough without pay for thirty (30) days or less, or reduction in pay or grade, an employee is entitled to:

- A. At least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reason for the proposed action;
- B. A reasonable time, not less than fourteen (14) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer, except where the crime provision has been invoked;
- C. Be represented by a Union representative, an attorney or other representative;
- D. A written decision and the specific reasons, therefore, at the earliest practicable date; and
- E. The decision letter will inform the employee of his/her right to appeal the action to the Merit Systems Protection Board.

**Section 4.** A duplicate of the notice of proposed action and/or decision will be furnished to the employee.

## **ARTICLE 23**

### **GRIEVANCE PROCEDURE**

**Section 1.** Except for matters excluded in this Article, a grievance is defined as a complaint: (1) by any unit employee concerning any matter relating to the employment of the employee; (2) by the Union concerning any matter relating to employment of unit employees; (3) by any unit employee, the Union or the Employer concerning (a) the effect or interpretation, or a claim of breach of this Agreement, or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. The parties agree to approach grievances as a resolution process and will not withhold issues or evidence during the grievance process.

**Section 2.** The expeditious settlement of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances. The Union will ensure that, when representing employees of the unit, no complaint or grievance will be taken or pursued without first having been brought to the attention of the Employer for coordination and possible resolution. Grievances and complaints should be resolved in an orderly, prompt and fair manner that will maintain the self-respect of the employee and managers and be consistent with the principles of good management and public interest.

**Section 3.** Unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union will have the right to have its representative present at the meetings concerning the grievance. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

**Section 4.** The following matters are excluded from coverage of the Grievance Procedure:

- A. Any claimed violation relating to prohibited political activities.
- B. Retirement, life insurance, health insurance, or matters under the auspices of the Office of Worker's Compensation Programs and the U.S. Department of Labor.
- C. A suspension or removal for National Security reasons.
- D. Any examination, certification or appointment.
- E. The classification of any position which does not result in the reduction in grade or pay of an employee.

- F. Matters appealable to the Merit System Protection Board (MSPB) and Office of Special Counsel.
- G. Equal Employment Opportunity (EEO) complaints.
- H. Non-selection for promotion from a group of properly ranked and certified candidates.
- I. Allegations of mismanagement.
- J. Termination of temporary employees, probationary employees or term, trial, or excepted-service employees except an employee so terminated may grieve for the expungement of any derogatory comments on the SF-50 or SF-52 (or successor forms) which document the termination; and
- K. The adoption or non-adoption of a suggestion except where an employee submitted a suggestion which was rejected and within one year another employee subsequently submitted the same suggestion which was adopted and an award granted.

**Section 5.** Grievances may be initiated by employees, either singly or jointly, the Union or by the Employer. An employee or group of employees in the Unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

**Section 6.** Grievances over disciplinary actions (suspensions of 14 days or less, etc.) will be initiated at the deciding official's level.

**Section 7.** When several employees have an identical grievance, Management and the Union will call the employees affected together and request them to select one individual case for processing. The Union agrees to encourage the processing of only one grievance in place of numerous identical grievances. The employees will be told that, if they agree, decision on the case selected will be binding on all other identical cases. If any employee refuses to participate in the Agreement, his refusal shall not affect his right to process his grievance individually. This procedure is not applicable to any situation where individual difference exists or when evaluation of the individual qualifications of the aggrieved employees would be required to decide the issues.

**Section 8.** A reasonable amount of official time will be granted an aggrieved employee to prepare and present a grievance on the Employer's premises through this Grievance Procedure; however, no overtime will be paid to any such employee. An employee desiring official time for either of the foregoing purposes will inform his/her immediate supervisor if available, or the next higher level of line supervisor who is available, of the reason he/she desires to absent himself/herself from his/her designated work station and of the anticipated duration of the absence, and must obtain the supervisor's permission before absenting himself/herself from his/her work station.

**Section 9.** The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of grievances:

**Step 1.** A grievance must be taken up with the employee's immediate supervisor within ten (10) workdays after the occurrence, or becoming aware of the event or occurrence, of the matter which precipitated the grievance. An employee filing after ten (10) workdays of the occurrence has the burden of showing he/she could not have been aware of the event at the time of occurrence. The grievance will first be discussed informally by the aggrieved employee and his/her representative, if any, and the immediate supervisor involved. The aggrieved employee or his/her representative, if any, must inform the supervisor a grievance is being filed. If the matter is not settled within ten (10) workdays from the time of this meeting, the grievance may be moved to the next step.

**Step 2.** If no satisfactory settlement is reached in Step 1, the grievance will be reduced to writing, stating the issue(s) involved and the corrective or remedial action sought, and submitted to the Director or designee within ten (10) workdays after Step 1 decision. The employee will be advised of the Director's or designee's decision in writing within ten (10) workdays after receipt of said grievance. A meeting will be held to discuss the grievance, if requested by either party.

**Section 10.** Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official of the Employer to comply with any applicable processing time limit will entitle the grievant to advance to the next step. Any time limits specified in this Article may be extended by mutual written agreement between the parties.

**Section 11.** Employer grievances will be filed in writing by the Director, or designee, with the President of the Union or designee. The grievance will specify the basis for the grievance and the corrective relief sought. The President or designee will issue a written decision within ten (10) workdays of receipt of the grievance. A meeting will be held to discuss the grievance, if requested by either party.

**Section 12.** Union grievances will be filed in writing with the Director or designee by the President or designee of the Union. The grievance will specify the basis for the grievance and the corrective relief sought. The Director or designee will respond within ten (10) workdays of receipt of the grievance. A meeting will be held to discuss the grievance, if requested by either party.

**Section 13.** Grievances not resolved through the provisions of this Article may be referred to arbitration by either the Union or Employer.

**Section 14.** Grievability/Arbitrability issues must be raised in writing not later than the final step decision of the grievance procedure, except the timely invoking of arbitration. Grievability/Arbitrability issues, if unresolved, will be handled as threshold issues at arbitration.

## **ARTICLE 24**

### **ARBITRATION**

**Section 1.** When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Union. The request to invoke arbitration must be submitted within ten (10) workdays of receipt of the decision completing the negotiated grievance procedure. Only the parties to this Agreement may invoke arbitration.

**Section 2.** Within the ten (10) workday limit, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators and will deliver a copy of the request to the other party. The moving party will initially pay the FMCS fee. The FMCS fee will be paid by the losing party. In the case of a split decision, the FMCS fee will be split equally. Representatives of the parties will confer within ten (10) workdays of receipt of the list of arbitrators to select one to hear the grievance. One party will strike a name from the list and then the other party will strike a name. This process will be repeated until there is but one name left, that of the person who will be requested to arbitrate the matter. A flip of a coin will decide which party strikes first.

**Section 3.** Upon mutual agreement of the parties, a transcript will be made of the hearing. A copy will be furnished to the arbitrator, and each party will be furnished a copy. Any additional copies will be paid for by the requesting party. The cost of a transcript requested by one Party for its exclusive use and not shared will be borne by the requesting party. If it is mutually agreed to request a transcript, the cost will be borne equally.

**Section 4.** The cost of the arbitrator's fees and expenses will be paid by the losing party. In cases of a split decision, such costs will be borne equally by the parties. A decision to uphold a decision to take disciplinary action but reduce the penalty is an example of a split decision, except where the severity of the penalty is the sole issue.

**Section 5.** Arbitration hearings will normally be held on the Employer's premises during the regularly scheduled workweek. Employees in a duty status that have a relevant role in the proceedings will be excused from duty for the time necessary to participate in the hearing without loss of pay or charge to leave.

**Section 6.** The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure. The arbitrator will not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

**Section 7.** The arbitrator will be requested by the parties to render his/her award as soon as possible and, if at all possible, to do so within thirty (30) calendar days after close of the hearing.

**Section 8.** The arbitrator's decision will be final and binding, except that either party may appeal the decision and award in accordance with Statute.



## **ARTICLE 25**

### **JOB/POSITION DESCRIPTION AND CLASSIFICATION**

**Section 1.** Job/Position descriptions will reflect current work assignments made by the supervisor. Job/Position descriptions will include major duties and responsibilities upon which the classification to grade, title, and series can be made and qualifications determined. Employees will be furnished a copy of their job/position description initially and as changes are made.

**Section 2.** Each supervisor will maintain current job/position descriptions for his/her employees.

**Section 3.** An employee who believes his/her job/position is improperly classified and/or written may discuss the matter with his/her supervisor. The supervisor with the employee shall review and discuss the job/position description for accuracy concerning the duties and responsibilities in an effort to resolve the discrepancy.

**Section 4.** Any employee who feels that he/she is performing duties outside the scope of the job/position description, or that it is inaccurate, may request through the immediate supervisor that the job/position be reviewed. Except in extenuating circumstances, the review is to be completed and the findings presented to the employee within sixty (60) days. In conducting such reviews, the reviewer will consider the employee's written and oral comments. If the employee is not satisfied with the classification results of the review, he/she may grieve the job/position description accuracy according to Article 23 or appeal the results in accordance with 5 CFR Part 511. The employee may, if requested, have Union representation during the review and grievance or appeal.

**Section 5.** Upon request, the Employer will furnish the Union a listing of competitive levels of all classifications within the unit.

## ARTICLE 26

### CAREER LADDER PROMOTIONS

**Section 1.** It is the policy of the Agency to provide appropriate opportunities for bargaining unit employees to develop and advance in their careers.

**Section 2.** Employees in career ladder positions will be given maximum opportunity to reach the full potential of their assigned career ladders. Upon placing an employee in a career ladder position, the supervisor will discuss the job requirements and expectations for the employee to reach the next higher level. *Training/Development Plan for Career Ladder Position (See Figure 1)* and *Progress Review for Career Ladder Positions (See Figure 2)* will be used. The supervisor will hold these discussions at each level of the employee's progression within the career ladder.

**Section 3.** In order for an employee to receive a career ladder promotion the following criteria will be met:

- A. The employee meets the basic qualification requirements for the next higher grade level;
- A. The employee has the ability to perform at the next higher level and the current performance appraisal is at least fully successful; and
- B. Current work assignments and organizational structure support the next level of duties and responsibilities.

**Section 4.** If the career ladder employee has not demonstrated the ability to perform at the next higher level, the supervisor and employee will develop a plan to assist the employee in developing skills and/or expertise to advance to the next grade. This will be accomplished no more than six and no less than three months prior to the employee's anniversary date. The plan will be signed by both the supervisor and the employee, will allow for comments by both, and will be provided to the Division Director. The supervisor will provide constructive feedback and advise the employee of any developmental needs and establish future promotion expectations. The supervisor will follow the verbal discussions with written feedback on the forms in *Figures 1 & 2*.

Figure 1



 <p><b>EPA Training/Development Plan for Career Ladder Position</b></p>	
Name: Position Title: Current Grade: Target Grade: Promotion Eligibility Date:	
Technical/programmatic knowledge, skills and abilities expected to be demonstrated for promotion to next higher grade:	
Other expectations/aspects of performance required (e.g., ability to take direction, work with others):	
Assignments/Training/Developmental Activities	Timeframe
<div> <div>_____ Supervisor Signature and Date</div> <div>_____ Employee Signature and Date</div> </div>	

Figure 2

		
<b>EPA Progress Review Checklist for Career Ladder Positions</b>		
Name: Position Title: Current Grade: Target Grade: Promotion Eligibility Date:		
Knowledge, skills and abilities expected for promotion to next higher grade	Acceptable	Needs improvement
1. Technical/programmatic knowledges identified in training/development plan		
2. Analytical ability - ability to evaluate relevant factors and reach sound conclusions		
3. Ability to take direction - compliance with policies, instruction and guidance		
4. Judgment - ability to respond appropriately in various work situations		
5. Adaptability/Flexibility - ability to handle different tasks, changes in priorities, etc.		
6. Ability to work independently, including planning and organizing work		
7. Interpersonal skills - ability to work cooperatively and interact appropriately with others		
8. Ability to accept and respond appropriately to feedback from others		
9. Customer service - skills in identifying and responding to customer needs		
10. Organizational skills - ability to work within the organizational structure		
11. Communications skills (written, oral, briefings/presentations)		
12. Other:		
Comments		
_____ Supervisor Signature and Date		

## **ARTICLE 27**

### **TRAINING AND DEVELOPMENT**

**Section 1.** The Employer and the Union agree that training and development of employees within the Unit is a continuing process and is one of the fundamental areas of importance in good personnel management.

**Section 2.** The parties agree to encourage employees to pursue self-improvement and training to increase efficiency and output. Where special training is required for promotion, the recipient shall be selected for the position competitively prior to the training.

**Section 3.** The Employer will provide necessary on-the-job orientation training to assist a newly-assigned employee.

**Section 4.** Based on availability of funds, the Employer agrees to recommend approval of enrollment of employees in job-related courses, in accordance with regulations, at the expense of the Employer. Failure to successfully complete such courses could result in that employee being required to reimburse the Government for subject course and denied future courses. Duty time will not generally be permitted to complete those courses not required by the Employer.

**Section 5.** Each employee shall receive fair and equitable consideration to participate in training consistent with the needs of the Employer.

**Section 6.** The parties agree to adopt all Agency, ORD, and NHEERL training policies previously partnered with the Union.

## **ARTICLE 28**

### **MERIT STAFFING**

**Section 1.** The Employer recognizes the importance of, and the benefits to be derived from, giving promotional opportunity to GED employees.

**Section 2.** Promotion of employees will be made on the basis of merit. Normally, the order of consideration for filling vacancies will be as follows:

- a. Eligibles entitled to priority consideration or priority placement: and
- b. Merit promotion, reassignment or reinstatement eligibles, or any other appropriate source.

**Section 3.** The Employer agrees to furnish the Union with one (1) copy of each GED vacancy announcement. Vacancy announcements will be posted on bulletin boards in areas where unit members are employed for at least five (5) calendar days prior to the closing date. Employees are responsible for submitting a completed application to their supervisors for specific positions which might become available during periods of extended leave or while on official travel status; following appropriate procedures for each vacancy for which they desire consideration, and submitting appropriate forms as may be required. Vacancy announcements will list all requirements for an employee to be eligible for consideration for the position.

**Section 4.** The Employer agrees that selection for vacancies or decisions not to select will be made within a timely manner. HRMD will notify applicants of receipt of application and final disposition of their application. Non-selected candidates, including ineligible, interested in self-improvement have the option of contacting the Selecting Official or HRMD to be informed of methods for self-improvement and/or other pertinent information.

**Section 5.** It is understood that non-selection from a properly constituted referral list may not form the basis for a grievance. However, an employee may grieve if he/she feels that a referral list was not properly constituted. The Employer will make available for review pertinent promotion records.

**Section 6.** Noncompetitive career promotion of an employee whose position has been reclassified to a higher grade or to a position with a higher representative rate because of the addition of duties or responsibilities will be made in accordance with applicable laws and regulations.

**Section 7.** Merit staffing grievances shall be filed at Step 2 of the Negotiated Grievance Procedures.

## **ARTICLE 29**

### **EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, handicapping condition, or age. In addition, the Parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, political affiliation, or sexual orientation.

**Section 2.** The Employer and the Union agree to promote a positive, continuing affirmative action program.

**Section 3.** Unit employees who feel they have been discriminated against have the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a personal representative when filing a formal complaint.

**Section 4.** Representative(s) of the Union and the Employer will meet as deemed necessary relative to equal employment matters. Requests for such a meeting should include the subject matter to be discussed.

**Section 5.** Information on filing EEO complaints may be obtained from bulletin boards, the Human Resources Office, and EEO Counselor(s). An Employee or applicant must contact an Equal Employment Opportunity Counselor within forty-five (45) calendar days of the alleged discriminatory action.

## **ARTICLE 30**

### **HEALTH AND SAFETY**

**Section 1.** Purpose and Scope. Both Management and Union recognize the importance of providing a safe and healthful work environment for GED employees. In today's work environment, health and safety issues are diverse and complex. Such issues affect every aspect of employment at GED. Both Management and Union commit to complete and comprehensive compliance with all applicable rules, regulations, policies and procedures aimed at providing a healthy and safe work environment for GED employees. Such compliance will be at all levels throughout the Division.

**Section 2.** Smoking Regulations. It is Federal policy that no smoking is permitted in Government owned/leased occupied or controlled facilities. Smoking in Government vehicles is also prohibited. Smoking outside of buildings (well away from entrances and air ducts) is permitted. Smokers will be offered, on official duty time, the attendance at smoking cessation classes provided at the Employer's expense.

**Section 3.** The employer will provide employees with a clean and healthy work environment. When adverse environmental conditions occur (e.g., interruption of water, power, heat, air conditioning, air quality) the employer will attempt to relocate employees to unaffected work areas. If that is not possible, then the adversely affected employees will be administratively excused, without charge to leave or loss of pay, in accordance with applicable regulations, for such time that is determined necessary to alleviate the situation

**Section 4.** When possible, facility modifications will be conducted during non-business hours. When adverse conditions occur during such renovation and/or repair the employer will attempt to relocate employees to unaffected work areas. If that is not possible, then the adversely affected employees will be administratively excused, without charge to leave or loss of pay, in accordance with applicable regulations, for such time that is determined necessary to alleviate the situation.

**Section 5.** The employer shall continue the existing Occupational Medical Surveillance Program.

**Section 6.** Employees are encouraged to report to management all unsafe/unhealthy working conditions. Reports may be made verbally or by use of Form 1440-6, Employee Report of Unsafe or Unhealthy Working Condition. Forms can be obtained from the Health and Safety Officer. When such a form is filed with the Health and Safety Officer, the Union will receive a copy of this form and be notified of actions taken to remedy the situation. The GED Health and Safety Officer will provide a quarterly report to management and the Union on all reports of unsafe or unhealthy conditions.



## **ARTICLE 31**

### **ON-THE-JOB INJURIES**

**Section 1.** The Employer will provide emergency treatment and transportation necessary to secure the treatment of employees injured in on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Office of Workers Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment, although the responsibility for filing all claims with the Employer resides with the employee.

**Section 2.** Employees who suffer traumatic disabling injuries that are job related will be provided continuation of pay not to exceed 45 calendar days without charge to leave.

**Section 3.** Employees will report to their supervisor all injuries or occupational illnesses which occur on the job. The Employer will stress to all employees the need and requirement for injuries to be properly reported on Form CA-1. The Employer will process and forward to OWCP employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease. The Employer agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

## **ARTICLE 32**

### **DRUG-FREE WORKPLACE**

**Section 1.** The parties recognize that accomplishment of the Employer's mission requires the highest standards of competence, reliability and integrity. The illegal possession or use of drugs is inconsistent with the maintenance of those standards.

**Section 2.** Employees found to illegally use drugs shall be referred to the Drug-Free Workplace Coordinator for assessment, counseling and referral for treatment or rehabilitation as appropriate.

**Section 3.** The Parties adopt EPA's DRUG-FREE WORKPLACE PLAN that implements the requirements of Executive Order 12564 and Section 503 of the supplemental Appropriations Act of 1987 and amendments thereto with the following GED specific provisions:

- A. The Employer shall provide training to bargaining unit employees and Union representatives concerning the drug testing program. The training shall address implementation of the EPA Drug-Free Workplace Plan; inform employees of available drug abuse counseling and referral services; and provide a list of medications and substances that could result in false positive test results. The training shall be done on official time. The Union shall be provided a copy of all training manuals/materials.
- B. The Employer shall conduct all drug testing in accordance with the mandatory guidelines promulgated by the Department of Health and Human Services and to use methods and equipment that meet the requirements set forth in the guidelines.
- C. If an employee believes his/her position has been wrongly classified as a testing-designated position, that employee may grieve the classification within 45 days of notification.
- D. The Employer may not take any action against an employee based on unfinalized drug testing.
- E. Medical documentation that demonstrates legal drug use by an employee shall be presumed to be a valid explanation for a positive test result unless rebutted.
- F. An employee selected for testing will be granted necessary administrative leave to have the sample collected.

- G. When reasonable suspicion is suspected, the supervisor will promptly detail for the record and in writing, the circumstances which formed the basis to warrant the testing, including, at a minimum, the dates and times of reported drug-related incidents, reliable/credible sources of information, and the rationale for the test. After the test is completed, the Employer will write a report, including the results of the test and any action taken. The Employer will provide written documentation to the employee articulating their belief that the employee uses illegal drugs, drawn from actions specifically linked to drug usage, before any disciplinary action is proposed.
- H. Bargaining unit employees are entitled to Union representation, upon request, during the collection of urine samples. The Union representative may observe all actions of the collection site monitor. However, the representative may not impede the timely collection of the sample. Union representatives shall suffer no loss of pay or benefits when performing drug testing responsibilities.
- I. The Employer may not randomly test an employee for illegal drug use when the employee has previously undergone drug testing because of accident or reasonable suspicion and the analysis of the prior test is incomplete.
- J. An employee shall not be subject to a search, frisking or disrobing (with the exception of coats, jackets, or outer garments) before a drug test.
- K. The Employer will separate out a reserve sample (a sample consisting of urine in excess of the required volume). At the employee's request, the Employer will test the reserve sample if the original sample tests positive for drugs.
- L. Employees, if detained beyond scheduled work hours, shall be given the choice of overtime or compensatory time.
- M. If Agency officials visit the testing Lab for an inspection, the Union will be entitled to designate an observer to attend the inspection. The observer will be on official time and authorized travel and per diem.
- N. The Employer will continue employment of an employee who voluntarily admits to drug abuse and demonstrates continuing successful participation in a rehabilitation program consistent with the protection of public health and safety and with national security.
- O. Employees who successfully complete rehabilitation and thereafter test negative for drug use will not be eliminated from competition for sensitive positions within the bargaining unit, if they are otherwise qualified for such positions.

- P. Information concerning drug tests will be released only to the Medical Review Officer, or other personnel with an “absolute need to know” who are required to be informed. These include physicians responsible for medical certification of the donor, Federal agency officials as required by regulation or designated employer representatives.
- Q. Employees who visit the EAP, voluntarily or by referral, shall be granted administrative leave for participation in such counseling and/or treatment sessions. Scheduling of such leave will be approved absent exigencies of business.
- R. Employees will be informed of the consequences should they refuse counseling or rehabilitation.

## **ARTICLE 33**

### **EMPLOYEES ASSISTANCE PROGRAM**

**Section 1.** The Union and employer will have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis. As motivation, the employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken.

**Section 2.** When, based on an interview or counseling session, or the supervisor's observation of an employee's performance or conduct, it appears that referral to the EAP is appropriate, the Union will fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussions between supervisor, employee, and Union steward or representative.

**Section 3.** All discussions, counseling sessions, and records of the EAP or any other program to which an employee may be referred by the EAP Advisor are completely confidential. However, the fact of attendance at the session must be documented, if during duty time or as a requirement of a settlement agreement between the employer and the employee. No information may be disclosed to anyone without the prior written consent of the employee unless permitted by applicable statute or regulation. Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances. However, if an employee makes allegations concerning the conduct of the counselor during the actual counseling, the counselor will not be held to any pledge of confidentiality.

**Section 4.** The employee's job security or promotional opportunities will not be jeopardized by his/her request for assistance.

**Section 5.** The employer will publicize the EAP on the official bulletin board.

**Section 6.** If agreeable with the EAP counselor, an employee may bring an individual of their choice to counseling sessions.

## **ARTICLE 34**

### **FITNESS FOR DUTY**

**Section 1.** When initiating a fitness-for-duty examination, the Employer agrees to observe applicable laws and regulations.

**Section 2.** In fitness-for-duty examination or evaluation processes where regulations require the employee to have a representative, the employee will be advised of the availability of Union representation. It is understood that the Employer may request the Union to provide representation in situations where the employee or his/her immediate family refuse to designate a representative.

## **ARTICLE 35**

### **TRAVEL**

**Section 1.** Employees shall not be required to travel except under the conditions and procedures prescribed by laws, government-wide regulations and the provisions of this agreement. The Employer shall make every reasonable effort to schedule travel during duty time, if requested by the employee. However the parties recognize that this is not always possible.

**Section 2.** Payment of overtime for travel is authorized pursuant to government-wide regulations.

**Section 3.** Employees required by the Employer to travel shall receive applicable per diem or subsistence expenses and other allowable travel expenses authorized pursuant to Laws and Government-wide regulations.

**Section 4.** Where possible, prior to the date of departure, employees will be afforded an opportunity for a travel advance, as authorized by the travel authorization. However, employees issued government travel charge cards shall use the travel cards to obtain cash advances and for payment of all official travel expenses to the maximum extent possible. When short-notice travel is ordered, the traveler may obtain an advance from a Government credit card if appropriate.

**Section 5.** Rest stops and use of annual leave for international travel will be permitted in accordance with the negotiated Office of Research and Development (ORD) policy of March 3, 2000.

**Section 6.** Employees may request the use of annual leave in conjunction with official travel. However, if the use of annual leave is granted in conjunction with travel, reimbursement for expenses shall be based only on such charges as would have been incurred had the travel not been interrupted by annual leave.

## **ARTICLE 36**

### **ETHICS**

It is the intent of GED and the Union to have and maintain the highest ethical standards for the employees. To achieve this goal the following items shall be followed:

**Section 1.** Subject to applicable laws and regulations, employees shall have the right to engage in outside activities of their own choosing, and otherwise conduct their private lives as they see fit. Employees are required to seek advance approval of outside employment.

**Section 2.** Ethics training for all employees shall be required as set forth by the Office of Government Ethics and the Agency Ethics Officials and regulations.

**Section 3.** A Designated Ethics Official (DEO) shall be located and/or available at GED to provide guidance for employees of GED. Ethics guidance will be available from the Division Director. When an employee submits an ethics request he/she will be notified of the status within 20 working days. If an ethics question is referred to a higher level for a decision, the employee will be provided with an estimated time that a decision will be forthcoming. In case of additional delays in an opinion, the employee will be provided with a contact point to determine the status and an explanation for the delays. All employee ethics matters will be treated in a confidential manner.

**Section 4.** Subject to appropriate laws, regulations, and EPA policies, employees can invest their money, donate to charity and participate in similar type of activities freely. Employees shall not accept a fee, compensation, gift, payment of expense or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest. Employees shall not engage in outside employment which tends to impair his/her mental or physical capacity to perform the job or detracts from his/her ability to meet all requirements of the job. Employees shall not receive any salary or anything of monetary value from a private source as compensation for his Government services.

**Section 5.** When an ethics opinion is deemed to be questionable by the employee seeking an ethics opinion, opportunities shall be provided to appeal the ethics opinion in accordance with the applicable regulations without prejudice to the employee. The employee shall be given clear guidance on the appeal process.

**Section 6.** Ethics opinions shall be based on relevant and applicable laws and regulations and shall not be arbitrary and capricious.



## ARTICLE 37

### PRINCIPLES OF SCIENTIFIC INTEGRITY

**Section 1.** It is essential that EPA's scientific and technical activities be of the highest quality and credibility if EPA is to carry out its responsibilities to protect human health and the environment. Honesty and integrity in its activities and decision-making processes are vital if the American public is to have trust and confidence in EPA's decisions. EPA adheres to these Principles of Scientific Integrity.

**Section 2.** EPA employees, whatever their grade, job or duties, must:

- A. Ensure that their work is of the highest integrity - this means that the work must be performed objectively and without predetermined outcomes using the most appropriate techniques. Employees are responsible and accountable for the integrity and validity of their own work. Fabrication or falsification of work results are direct assaults on the integrity of EPA and will not be tolerated.
- B. Represent their own work fairly and accurately. When representing the work of others, employees must seek to understand the results and the implications of this work and also represent it fairly and accurately.
- C. Respect and acknowledge the intellectual contributions of others in representing their work to the public or in published writings such as journal articles or technical reports. To do otherwise is plagiarism. Employees should also refrain from taking credit for work with which they were not materially involved.
- F. Avoid financial conflicts of interest and ensure impartiality in the performance of their duties by respecting and adhering to the principles of ethical conduct and implementing standards contained in Standards of Ethical Conduct for Employees of the Executive Branch and in supplemental agency regulations.
- (5) Be cognizant of and understand the specific, programmatic statutes that guide the employee's work.
- (6) Accept the affirmative responsibility to report any breach of these principles.
- (5) Welcome differing views and opinions on scientific and technical matters as a legitimate and necessary part of the process to provide the best possible information to regulatory and policy decision-makers.

**Section 3.** The Employer agrees that adherence to the above principles will assure that its employees can have confidence and trust in EPA's work and in its decisions.

## **ARTICLE 38**

### **COMMITTEE MEMBERSHIP**

The Union may designate one member to GED committees established to deal with conditions of employment.

## **ARTICLE 39**

### **REORGANIZATION**

**Section 1.** Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization. This excludes research and functional teams.

**Section 2.** In order to facilitate efficient and timely reorganizations, the Employer and the Union will be involved, when practicable, in collaborative discussions. In the event that these efforts have failed, the Employer will officially notify the Union in writing, when it is determined a reorganization is necessary. Traditional bargaining then will be utilized to reach an agreement on issues regarding a reorganization.

## **ARTICLE 40**

### **REDUCTION-IN-FORCE**

**Section 1.** A reduction-in-force (RIF) is the release of a competing employee from his/her competitive level by furlough for more than thirty (30) days; separation; demotion; or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of re-employment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an Agency has formally announced a RIF in the employee's competitive area, and when the RIF will take effect within 180 days.

**Section 2.** RIF will be carried out in compliance with applicable law and government-wide regulations.

**Section 3.** The competitive area for RIF actions as established by the Employer is the GED commuting area.

**Section 4.** The Employer will officially notify the Union in writing when it is determined that a reduction-in-force is necessary. Traditional bargaining will then be utilized to reach an agreement on issues regarding a RIF.

**Section 5.** Adverse actions resulting from Reduction-In-Force are appealable to the Merit Systems Protection Board. Other RIF actions are subject to the negotiated Grievance Procedure. Grievances must be filed at step 2.

## **ARTICLE 41**

### **FURLOUGH**

**Section 1.** Furlough means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non disciplinary reasons.

**Section 2.** Furloughs shall be conducted in accordance with applicable laws and government wide regulations.

**Section 3.** Furlough notices will be hand-delivered or by a form of delivery where return receipt is requested. When an employee refuses delivery or to acknowledge receipt, the notice period begins on the date of attempted delivery. When the employee is unavailable to accept delivery, the notice period will begin on the date of the second delivery notice.

**Section 4.** The Employer will officially notify the Union in writing, when it is determined that a furlough is necessary. Traditional bargaining will then be utilized to reach an agreement on issues regarding a furlough. If time is of the essence, the Employer will request that traditional bargaining take place ASAP, since lack of a budget may necessitate immediate furloughs.

## **ARTICLE 42**

### **TRANSFER OF FUNCTION**

**Section 1.** Transfer of function (TOF) means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

**Section 2.** Notification. The Employer will officially notify the Union in writing when it is determined that a transfer of function is necessary. Traditional bargaining will then be utilized to reach an agreement on issues regarding a TOF.

## **ARTICLE 43**

### **MISCELLANEOUS AND GENERAL PROVISIONS**

**Section 1.** The Employer agrees to provide the Union a copy of the Employer's regulations and directives affecting conditions of employment, personnel policies and regulations, and working conditions and proposed changes thereto.

**Section 2.** The U.S. Environmental Protection Agency Manuals and Handbooks are to be made available for use by the President of the Union and its members.

**Section 3.** The parties agree that employees will abide by the Agency policy concerning Personal Use of Agency Equipment, dated June 18, 1998. Employees will exercise common sense and good judgment in the personal use of Agency office equipment and ensure that this use does not take precedent over government business.

**Section 4.** Employees who desire to review their Official Personnel Folder (OPF) will email their request to the designated HRMD, RTP Point of Contact (POC). The HRMD, RTP, will Express Mail the OPF within three (3) work days of the employee's email request to the designated POC. The POC will notify the employee upon receipt of the OPF.

**Section 5.** Unless stated otherwise, day means calendar day. When a due date falls on a Saturday, Sunday or Holiday, the next official work day will be considered the due date.



## **ARTICLE 44**

### **USE OF FACILITIES AND SERVICES**

**Section 1.** The Employer agrees to make office space and the following equipment and services available to the Union:

- Computer
- Fax/Printer
- Telephone Service

The Union office space made available, including equipment listed above, will be private and secure to assure confidentiality of records and conversations. In addition, copiers within the Division will be available for Union use. Use of equipment will be limited to conducting labor-management relations business and not for the performance of internal Union business.

**Section 2.** Upon request, the Employer will make space available to the Union for its internal Union business meetings and other activities, provided the space is available, and its use does not interfere with the conduct of public or official business. The use of such space will be during non-duty hours (before work, lunch, or after work). The Union will be responsible for the proper use and care of space that is made available to it.

**Section 3.** The Employer will extend the use of its internal mail distribution service and messenger service to aid the Union in the distribution of its material.

**Section 4.** Files, (electronic and physical), drawers, etc., used by Union representatives for representational purposes will be confidential. The Employer will establish for the Union such space as necessary for files, etc., for which the Union will have exclusive access. The Union will be allowed to use telecommunications. Use is for gathering and sharing information. All usage will be in compliance with applicable laws.

**Section 5.** A bulletin board will be made available for exclusive use by the Union for the posting of notices and literature for the Union. The Union will have space available on the other Employer bulletin boards located in Branch office buildings for use of the Union for the posting of information. The Union shall be responsible for the content of all such material and shall assure that it does not violate any law or regulation, or contain libelous or abusive language.

**Section 6.** The Union may use E-mail to communicate articles of interest to unit employees of NHEERL, GED.

**Section 7.** If requested, the Employer agrees to furnish to the Union, quarterly, an up-to-date list of employees in the organization showing name, position, title, and Grade level.

## **ARTICLE 45**

### **ORIENTATION OF NEW EMPLOYEES**

**Section 1.** All new eligible employees in the Division will be informed that the Union is the exclusive representative of employees in the Unit. The Union will be furnished the name, position, duty station, and date of entrance on duty for new bargaining unit employees.

**Section 2.** New employees will receive a copy of this Agreement in their orientation packet.

**Section 3.** The Union will be afforded a period of time, to be mutually agreed upon, to speak at orientation sessions which are held for employees. The Union may not solicit Union membership at such sessions. When the Union supplies the employer a Union packet, the packet will be included in the orientation material for the employee.

## **ARTICLE 46**

### **DURATION OF AGREEMENT**

**Section 1.** This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval. The Agreement shall be renewed automatically for additional periods of one year unless either Party gives written notice of its desire to amend, renegotiate, or terminate the Agreement.

**Section 2.** Should one of the Parties choose not to extend the Agreement but rather renegotiate a new Agreement, the following shall apply:

- A. No earlier than 105 nor less than 60 days prior to the scheduled expiration date of this Agreement, the Party wishing to renegotiate the Agreement shall inform the other Party of its desire to do so.
- B. The Party desiring to renegotiate the Agreement (moving party) shall provide two copies of its proposed contract along with its request to renegotiate to the responding Party.
- C. The Party receiving the request to renegotiate shall submit counter proposals/proposals to the moving Party within 45 days of the receipt of the request to renegotiate.
- D. The parties shall meet to begin negotiations at a mutually convenient time, but normally within 30 days of the receipt of the counter-proposals submitted by the responding party.

**Section 3.** The Parties may reopen the Agreement at any time by mutual consent and amend when required by changes in law. Before reopening, the Party wishing to reopen will submit to the other Party at least thirty (30) days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

**Section 4.** This Agreement will remain in full force and effect during the renegotiation or reopening of the said Agreement and until such time as a new Agreement takes effect.

## **ARTICLE 47**

### **DISTRIBUTION OF THE AGREEMENT**

**Section 1.** The Employer will furnish copies of this Agreement and any amendments or supplements to all employees in the Unit, to their supervisors, and to all new employees in the Unit. An electronic copy on diskette and ten (10) extra paper copies will be furnished to the Union. The final contract will be placed upon the EPA GED intranet web site.

**Section 2.** While the Agreement is being printed, a draft copy will be available in the library.

**Section 3.** The Agreement will be printed on standard 8 ½ inch by 11 inch paper.

**Section 4.** The Parties will conduct a one-and one-half hour orientation and one-half hour question period on the Agreement for bargaining unit employees.

## SIGNATURE PAGE

This agreement has been **Executed** on \_\_\_\_\_.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
**Geraldine M. Cripe**  
President, NAIL Local 9

\_\_\_\_\_  
**William H. Benson, PhD**  
Director, Gulf Ecology Division

### NEGOTIATING COMMITTEES:

\_\_\_\_\_  
**George L. Reaves, Jr.**  
Chief Negotiator

\_\_\_\_\_  
**Mark A. Sullivan**  
Chief Negotiator

\_\_\_\_\_  
**Deborah L. Santavy, PhD**

\_\_\_\_\_  
**Ann H. Akland**

\_\_\_\_\_  
**William P. Davis, PhD**

\_\_\_\_\_  
**Connie O. Shoemaker**

\_\_\_\_\_  
**Walter Burgess, Jr.,**

\_\_\_\_\_  
**William W. Walker**

\_\_\_\_\_  
**Geraldine M. Cripe**

\_\_\_\_\_  
**James K. Summers, PhD**

### RECORDER:

\_\_\_\_\_  
**Bonnie R. George**

**APPROVED BY THE AGENCY HEAD -THE EFFECTIVE DATE OF THIS AGREEMENT**  
**IS** \_\_\_\_\_.

\_\_\_\_\_  
**Steve Sharfstein**